

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

***Tuesday, April 12, 2022
5:30 P.M***

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (559) 992-2151.

ROLL CALL

Mayor:	Patricia Nolen
Vice Mayor:	Jeanette Zamora-Bragg
Council Member:	Greg Ojeda
Council Member:	Sidonio "Sid" Palmerin
Council Member:	Jerry Robertson

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

Members of the audience may address the Council on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

2. CONSENT CALENDAR (VV)

All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

- 2-A. Approval of minutes of the meeting of the City Council on March 22, 2022.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Position Classification Change Public Works Superintendent.
- 2-D. Approval Resolution No. 3129 declaring Surplus Property.

3. APPROPRIATIONS (VV)

Approval of Warrant Register dated April 12, 2022. *(Ruiz-Nuñez) (VV)*

4. PRESENTATIONS

- 4-A. Employee of the 1st Quarter 2022.

5. PUBLIC HEARINGS – None

6. WRITTEN COMMUNICATIONS – None

7. STAFF REPORTS

- 7-A. CrisCom Company Update. *(Gatzka)*
- 7-B. Review and approve the Audit for Fiscal Year 2021 for the period of July 1, 2020-2021. *(Ruiz-Nuñez) (VV)*
- 7-C. Consider adoption of Resolution No. 3125 approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement and authorizing certain actions in connection therewith relating to the financing of certain equipment for the City. *(Gatzka) (VV)*
- 7-D. 3rd Quarter Budget Review for Fiscal Year 2022. *(Ruiz-Nuñez)*
- 7-E. Consider the Ad Hoc Committee Recommendation for a Raymond Lerma monument to be placed at Gateway Park and direct staff as appropriate. *(Gatzka) (VV)*
- 7-F. Consider authorizing the release of a City Request for Proposals for a Classification and Compensation Study. *(Gatzka) (VV)*

- 7-G. Consider approving Resolution No. 3126 to amend Resolution No. 3086 and make adjustments to Unrepresented Classification positions. *(Gatzka) (VV)*
- 7-H. Consider approving Resolution No. 3127 to conduct the second reading and adoption of Ordinance No. 641 that will amend in its entirety Title 4, Chapter 2 of the City's Municipal Code. *(Gatzka) (VV)*
- 7-I. Consider approval to waive the first reading of an ordinance regarding enacting a military equipment use policy for the Corcoran Police Department and set a second reading and public hearing at the next regularly scheduled meeting. *(Cramer) (VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Upcoming Events/Meetings
- 8-B. City Manager's Report
- 8-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 8-D. Committee Reports

9. **CLOSED SESSION**

9-A. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

Property: 1630 Brewer Ave

Agency negotiator: City Manager

Negotiating parties: _____

Under negotiation: Price/Terms

9-B. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: City Manager
- Name of employee organization: _____,
- or
- Position title(s) of unrepresented employee(s): _____

10. ADJOURNMENT

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on April 8, 2022.



Marlene Spain, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY REGULAR MEETING**

Tuesday, March 22, 2022

The regular session of the Corcoran City Council was called to order by Mayor Nolen, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:32 P.M.

ROLL CALL

Councilmembers present: Patricia Nolen, Greg Ojeda, and Sidonio Palmerin,
Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present: Clint Sims, Gary Cramer, Joseph Faulkner, Greg
Gatzka, Tina Gomez, Soledad Ruiz-Nuñez, Reuben
Shortnacy, and Kevin Tromborg,

Press present:

INVOCATION - Invocation was led by Councilmember Palmerin

FLAG SALUTE – Flag salute was led by Councilmember Ojeda

City Manager, Greg Gatzka advised Mayor Nolen that the agenda was not posted on the City website on Friday March 18, 2022, due to a city-wide power outage. The agenda was posted on Monday, March 21, 2022.

1. PUBLIC DISCUSSION

Mary Gonzalez-Gomez, 2001 Bell Ave, addressed the Council regarding Council meeting date change. Mrs. Gonzalez-Gomez was advised by Mayor Nolen that the item is listed on the agenda and she would be able to address the Council at that time.

2. CONSENT CALENDAR (VV)

Following Council discussion, a **motion** was made by Robertson and seconded by Zamora-Bragg to approve the Consent Calendar. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:
ABSTAIN:

2-A. Approval of minutes of the meeting of the City Council on March 22, 2022.

2-B. Authorization to read ordinances and resolutions by title only.

- 2-C. Approval of Resolution No. 3120 adopting the City of Corcoran SB1 projects funded by the Road Repair and Accountability Act.
- 2-D. Authorize the City Manager to sign on their behalf for the Federal Fiscal Year 2022 FTA Certifications and Assurances Signature Page committing the Council and City or Corcoran to comply with all Federal Statues, Regulations, Executive Orders, and Federal Requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2022.

3. **APPROPRIATIONS (VV)**

Following Council discussion, a **motion** was made by Palmerin and seconded by Zamora-Bragg to approve warrant register dated March 22, 2022. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

- 5-A. Second Public Hearing to obtain comments regarding Unmet Transit Needs and consider adoption of Resolution No. 3118, Unmet Transit Needs was declared open at 5:41 P.M. Community Development Director, Kevin Tromborg presented the staff report. There being no written or oral testimony the Public Hearing was declared closed at 5:45 P.M.

Following Council discussion, a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3118 regarding Unmet Transit Needs. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Public hearing for the Energy Service Contract and adoption of Resolution No. 3124 approving the Energy Service Contract with ENGIE Services U.S. was declared open at 5:50 P.M. City Manager, Greg Gatzka presented the staff report. There being no oral or written testimony, the public hearing was declared closed at 5:52 P.M.

Following Council discussion, a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3124 approving the Energy Service Contract with ENGIE Services U.S. Motion carried by the following vote:

AYES: Nolen, Ojeda, and Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

Public hearing for the Energy Saving Project Financing and adoption of Resolution No. 3125 authorizing the City to negotiate and execute a financing contract with a financing company was declared open at 5:54 P.M.

Following Council discussion, a **motion** was made by Robertson and seconded by Zamora-Bragg to continue the Public Hearing for the Energy Saving Project Financing and adoption of Resolution No. 3125 authorizing the City to negotiate and execute a financing contract with a financing company to the following meeting. Motion carried by the following vote:

AYES: Nolen, Ojeda, and Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-B.** Following Council discussion, a **motion** was made by Palmerin and seconded by Ojeda to approve the Property Use Agreement for Earthquake Monitor and authorize the City Manager to sign on behalf of the City. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-C.** Council reviewed and provided direction to staff on the proposed Measure A projects for the 2022-23 fiscal year.
- 7-D.** Jeff and Linda Martin addressed the council to thank Council and City staff for the support and efforts on SB 1383.

Following Council discussion, a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3122 to adopt Ordinance No. 640 an Urgency Ordinance enacting regulations for handling of solid waste, including organics and edible foods. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-E.** Following Council discussion, a **motion** was made by Robertson and seconded by Palmerin to approve Resolution No. 3123 to present the first reading of Ordinance No. 641 that will amend in its entirety Title 4, Chapter 2 of the City's Municipal Code. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-F. Following Council discussion, a **motion** was made by Robertson and seconded by Ojeda to approve Resolution No. 3119 allowing for an adjustment in fees for license and services. Council gave direction to staff to increase the cost of Digital Photos to \$20. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-G. Following Council discussion, a **motion** was made by Palmerin and seconded by Ojeda to approve a new Solar Ready Parking Structure with EV Charging Stations to be located at 1099 Otis Avenue and authorize the City Manager to sign on their behalf for Fiscal Year 2021-2022 LCTOP Assurances Signature Page. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

- 7-H. Mary Gonzalez-Gomez, 2001 Bell Ave, addressed the Council regarding her request to have Council meeting dates remain on the first and third Tuesday of the month due to conflicting times with the Corcoran Unified School District Board meetings.

Following Council discussion, a **motion** was made by Zamora-Bragg and seconded by Robertson to change the Council Meeting dates from the first and third Tuesday of the month to the second and fourth Tuesday of the month. Motion carried by the following vote:

AYES: Nolen, Robertson and Zamora-Bragg
NOES: Ojeda and Palmerin
ABSENT:

8. MATTERS FOR MAYOR AND COUNCIL

- 8-A.** Council received information items.
8-B. Staff received referral items.
8-C. Committee reports.

CLOSED SESSION

The City Council convened in closed session at 7:17 P.M.

9-A CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: City Manager
- Name of employee organization: _____, or
- Position title(s) of unrepresented employee(s): _____

The regular meeting was reconvened at 7:36 P.M.

ADJOURNMENT 6:38 P.M.

Patricia Nolen, Mayor

Marlene Spain, City Clerk

APPROVED DATE: _____

**STAFF REPORT
ITEM #: 2-C**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Clerk/Assistant to City Manager

DATE: April 5, 2022

MEETING DATE: April 12, 2022

SUBJECT: Revised Public Works Superintendent Job Description

Summary:

Revised job description to reflect assigned duties and relevant title.

Recommendation:

Consider changing the title of Public Works Superintendent to Public Works Utilities Superintendent and revising job description for duties related to Water Treatment and Waste Water Treatment operations.

Budget impact:

None with this action. This position has been budgeted in the Fiscal Year 2021-2022 is currently Public Works Department Budget, but remains unfilled until the job description is revised in order to post for recruitment.

Background:

On June 22, 2021, Council approved the City's Fiscal Year 2021-2022 Budget that included a Utilities Supervisor position allocation for the Public Works Department. This position is intended to have supervision responsibilities over the Public Works Water Division and the Wastewater Division. The City Manager in coordination with the Public Works Director have evaluated the Public Works Department organizational structure and areas of responsibility, and are now recommending changes to the job description before opening the position for recruitment.

The revised Public Works Utilities Superintendent job classification clarifies responsibilities for the position and now aligns with the current Public Works Organizational Chart and assigned duties.

Attachment:

Revised Job Classification for Public Works Utilities Superintendent.



UTILITIES SUPERINTENDENT

Department:	Public Works	FLSA Status:	Exempt
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GENERAL PURPOSE: Plans, coordinates, and manages assigned Water and Wastewater Division operations of the City's Public Works Department, coordinates Public Works activities with other City departments and outside agencies; provides staff support to the Public Works Director, and supervises assigned personnel.

TYPICAL DUTIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Assume management responsibility for various services and activities of the Water and Wastewater Divisions within the Public Works Department.
- Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
- Plan, direct, coordinate and review the work plan for assigned staff; assign work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
- Oversee and coordinate the operations and activities of Community Investment Program relating to water and wastewater treatment plant facilities.
- Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and participate in the development and administration of the division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
- Serve as the liaison for the assigned division or divisions with other departments, divisions and outside agencies; negotiate and resolve sensitive and controversial issues.
- Serve as staff on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
- Provide responsible staff assistance to the Public Works Director.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations within the assigned field of responsibility.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Perform related duties as required.

JOB DESCRIPTION

Public Works Superintendent

MINIMUM QUALIFICATIONS:

Education and Experience:

Five years of increasing responsible public works experience within water and wastewater operations, including the construction, maintenance, and repair of water treatment & distribution and wastewater collection & treatment systems, as well as three years of supervisory experience.

Required Licenses or Certifications:

- Possession of an appropriate, valid driver's license
- Possession of, or ability to obtain, State of California Department of Health Services (DOHS) Grade III Water Distribution Operator Certificate.
- Possession of, or ability to obtain, State of California Department of Health Services (DOHS) Grade IV Water Treatment Plant Operator Certificate.
- Possession of, or ability to obtain, State of California Department of Health Services (DOHS) Grade II Wastewater Treatment Plant

Required Knowledge of:

- Operational characteristics, services and activities of a comprehensive water and wastewater program.
- Basic mechanical and electrical systems.
- Materials, methods, practices and equipment used in water and wastewater system construction, maintenance, and repair activities.
- Occupational hazards and standard safety precautions necessary in the areas of water & wastewater systems.
- Principles and practices of public works administration.
- Principles and practices of program development and administration.
- Principles of supervision, training and performance evaluation.
- Pertinent Federal, State and local laws, codes and regulations related to area of assignment.

Ability to:

- Oversee and participate in the management of a water and wastewater program.
- Oversee, direct and coordinate the work of lower level staff.
- Select, supervise, train and evaluate staff.
- Participate in the development and administration of division goals, objectives and procedures.
- Prepare and maintain reports, determine cost-effective ways to perform water and wastewater system maintenance and operations.
- Read, interpret, and apply a wide variety of technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Independently perform the most difficult water and wastewater system duties and exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Operate safely and in an effective manner a wide variety of motor vehicles, equipment, machinery, and tools used in the operation, maintenance, and construction of water and wastewater facilities.
- Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.

JOB DESCRIPTION

Public Works Superintendent

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and techniques.
- Operate office equipment including computers, SCADA systems, and supporting software applications.
- Interpret and apply Federal, State and local policies, laws and regulations.
- Respond to request and inquiries from the general public and communicate clearly and concisely, both orally and in writing.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**CONSENT CALENDAR
ITEM #: 2-D**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, Assistant to the City Manager/City Clerk

DATE: April 8, 2022

MEETING DATE: April 12, 2022

SUBJECT: Approval Resolution No. 3129 declaring Surplus Property.

Discussion:

The attached resolution and Exhibit A indicate the vehicle the City is no longer using. Staff recommends the approval of Resolution No. 3129 declaring the listed city vehicles surplus and available for sale.

Recommendation:

Move to approve Resolution No. 3129 as part of the consent calendar.

Budget Impact:

None

Attachments:

Resolution No. 3129

Exhibit A

City Offices

RESOLUTION NO. 3129

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
DECLARING CERTAIN PROPERTY SURPLUS AND AVAILABLE FOR SALE**

WHEREAS, the City of Corcoran, from time to time, finds it necessary to dispose of surplus property used in the process of conducting its municipal affairs; and,

WHEREAS, the personal property sold has no practical usage to the City of Corcoran; and,

WHEREAS, it would be in the best interest of the City of Corcoran to declare this property surplus and place it for sale;

NOW, THEREFORE, BE IT RESOLVED that the items on Exhibit A are so declared as surplus and placed for sale or disposal in the best interest of the City of Corcoran. All sales will be final.

I hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Corcoran City Council duly called and held on the 12th day of April 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____

Patricia Nolen, Mayor

ATTEST: _____

Marlene Spain, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Spain, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the 12th day of April, 2022, by the vote as set forth therein.

DATED:

ATTEST:

Marlene Spain
City Clerk

[seal]

EXHIBIT "A"
Surplus Property

Vehicle

2001 Dodge Ram 2500 VIN# 1B7KC23Z51J574188

#1

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 03/22/2022 - 10:56AM
Warrant Request Date: 3/22/2022
DAC Fund:

Batch: 00522.03.2022 - Wrnt Rgstr 03/22/2022 FY2

Line	Claimant	Amount
1	A & M Consulting Engineers	660.00
2	Action Equipment Rentals	186.36
3	Auto Zone, Inc.	114.70
4	BSK Associates	12,339.54
5	Business Card- Bank of America Credit Cards	30,538.29
6	California Boiler Inc.	944.59
7	California Municipal Revenue & Tax Association	150.00
8	City of Corcoran	37.34
9	College of the Sequoias	339.00
10	Corcoran Hardware	1,577.93
11	CSJVRMA	142,116.00
12	CSJVRMA	18,185.74
13	Direct Distributing, Inc.	316.96
14	Dispensing Technology Corp	4,499.59
15	Doug Borba Construction	13,718.61
16	Fastenal Company	44.56
17	Father and Sons Fencing Company Inc.	17,000.00
18	FedEx	233.45
19	Felder Communications	779.50
20	Fresno City College	118.00
21	Frontier Communications	162.50
22	Frontier Communications	55.75
23	Gary V. Burrows Inc.	2,352.03
24	Hinderliter, deLJames & Assoc	1,780.61
25	Home Depot Credit Services	602.48
26	Joanna Gonzalez	200.00
27	Jones Electric	159.00
28	Jorgensen & Company	2,111.86
29	Linde Inc.	5,160.46
30	Low Budget Kustoms	900.00
31	Martin Lopez	787.50
32	Mendes Plumbing	2,286.28
33	MISCOWATER	6,353.38
34	Pace Analytical Services, LLC	487.50
35	PACE Supply	1,869.64
36	Performance Industrial Controls	640.00
37	PG&E	505.35
38	PG&E	44.80
39	PG&E	40.48
40	PG&E	14.11
41	Price, Paige & Company	18,658.00
42	Prudential Overall Supply	446.24
43	Quadient	1,100.00
44	Quality Pool Service	850.00
45	Radius Tire Co.	469.69
46	Sawtelle & Rosprim Hardware, Inc.	483.36

47	Self Help Enterprises	8,675.51
48	Sherwin Williams Co	254.55
49	TF Tire & Service	321.52
50	The Gas Company	75.79
51	The Gas Company	563.11
52	The Gas Company	68.71
53	The Gas Company	633.88
54	The Gas Company	289.32
55	The Printer	872.26
56	Tires 4 Less	20.00
57	Turnupseed Electric Svc Inc	168.40
58	Univar USA Inc	626.77
59	Verizon Wireless	853.63
60	Wells Fargo Bank, N.A.	1,810.40
61	Wood Rogers, Inc.	8,213.75
	Page Total:	\$23,447.60
	Grand Total:	\$315,868.78

Page Total: \$23,447.60

Accounts Payable Voucher Approval List



User: spineda
 Printed: 03/22/2022 - 10:58AM
 Batch: 00522.03.2022 - Wmt Rgstr-03/22/2022 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
3/22/2022	A & M Consulting Engineers	IN STUDY FOR GAS STATION PROJECT 43	104-406-300-200	660.00
3/22/2022	Action Equipment Rentals	CONCRETE TRAILER RENTAL-POUR CONCRETE PADS/ PAX	105-437-500-550	186.36
3/22/2022	Auto Zone, Inc.	SHOP SUPPLIES	104-433-300-210	52.00
3/22/2022	Auto Zone, Inc.	TRUCK FLOOR UNIT 244 M CHAVEZ	105-437-300-260	26.78
3/22/2022	Auto Zone, Inc.	FILTER FOR SERVICE UNIT 189	105-437-300-260	35.92
3/22/2022	Auto Zone, Inc.	FRONT BRAKE PADS UNIT 189	105-437-300-260	37.88
3/22/2022	Auto Zone, Inc.	FRONT BRAKE PADS UNIT 189-WARRANTY	105-437-300-260	-37.88
3/22/2022	BSK Associates	WWTP MODIFICATIONS TESTING & INSPECTION	120-435-500-530	2,027.43
3/22/2022	BSK Associates	WWTP GROUNDWATER SAMPLING AT LAGOON	120-435-300-200	150.25
3/22/2022	BSK Associates	PROP 68 GRANT GATEWAY PARK INSPECT & TESTING	307-449-500-530	7,864.86
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	100.00
3/22/2022	BSK Associates	SAMPLING 4 1/2 AVE WATERLINE	105-437-300-200	22.50
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
3/22/2022	BSK Associates	PLANT INF/EFF LAGOON	120-435-300-200	312.00
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	99.50
3/22/2022	BSK Associates	SAMPLING QUANTI TRAY ARSENIC NITRATE	105-437-300-200	129.25
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	49.75
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	99.50
3/22/2022	BSK Associates	PLANT INF/EFF LAGOON	120-435-300-200	204.00
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	186.75
3/22/2022	BSK Associates	QUANTI TRAY TOTAL COLIFORM & ECOLI	105-437-300-200	49.75
3/22/2022	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	74.25
3/22/2022	Business Card- Bank of America Credit Cards	OWP SAC STATE E BOYETT ENROLLMENT	105-437-300-270	50.00
3/22/2022	Business Card- Bank of America Credit Cards	DKFSOLUTIONS: LIFT STATION ENROLLMENT M CHAVEZ, J	120-435-300-270	370.00
3/22/2022	Business Card- Bank of America Credit Cards	KNOXBOX: AT LAGOON BUILDING	120-435-300-210	496.87
3/22/2022	Business Card- Bank of America Credit Cards	USPS: TRACKING FOR OP CERT ARREDONDO, BOYETT	105-437-300-210	26.95
3/22/2022	Business Card- Bank of America Credit Cards	STATE WATER RES CONTROL BOARD: OP CERT RENEWAL J	105-437-300-160	100.00
3/22/2022	Business Card- Bank of America Credit Cards	OPC STATE ONLINE FEE	105-437-300-160	2.30
3/22/2022	Business Card- Bank of America Credit Cards	STROBES N MORE: LIGHTS FOR UNIT 292 PARKS	104-412-300-260	233.08
3/22/2022	Business Card- Bank of America Credit Cards	STROBES N MORE: LIGHTS FOR UNIT 291 WWTP	120-435-300-260	233.07

3/22/2022	Business Card- Bank of America Credit Cards PESTICIDE APP RENEWAL.MCBRIDE	104-412-300-270	50.00
3/22/2022	Business Card- Bank of America Credit Cards CALBO RENEWAL CITY OF CORCORAN	104-406-300-170	215.00
3/22/2022	Business Card- Bank of America Credit Cards SURFACE PRO STYLAS PENS FOR COMDEV	104-406-300-210	162.30
3/22/2022	Business Card- Bank of America Credit Cards CP&DR SUBSCRIPTION FOR KT	104-406-300-170	238.00
3/22/2022	Business Card- Bank of America Credit Cards CITY WIDE MASS MAILER 2022 WEED ABATEMENT FLYER	104-406-300-170	1,017.20
3/22/2022	Business Card- Bank of America Credit Cards SURFACE PRO CARRIER BAG FOR DL/COMDEV	104-406-300-210	32.46
3/22/2022	Business Card- Bank of America Credit Cards HIGHLIGHTERS FOR CITY HALL	104-432-300-150	8.34
3/22/2022	Business Card- Bank of America Credit Cards RECORDED LEGAL DESCRIPTION/CITY PROPERTY	104-432-300-200	6.00
3/22/2022	Business Card- Bank of America Credit Cards ICC MEMBERSHIP RENEWAL FOR KT	104-406-300-170	145.00
3/22/2022	Business Card- Bank of America Credit Cards fuel	104-421-300-250	98.87
3/22/2022	Business Card- Bank of America Credit Cards COUNCIL MEETING SUPPLIES	104-401-300-271	193.01
3/22/2022	Business Card- Bank of America Credit Cards ADOBE AEROBAT	104-431-300-200	12.99
3/22/2022	Business Card- Bank of America Credit Cards PDBLOWERS; FC#24801 GAS METER FOR WWTP DIGESTER F	104-435-300-140	3,934.89
3/22/2022	Business Card- Bank of America Credit Cards SUPPLIES FOR COUNCIL MEETING	104-401-300-271	11.74
3/22/2022	Business Card- Bank of America Credit Cards DRUG SCREEN:TINA GOMEZ	104-402-300-200	29.29
3/22/2022	Business Card- Bank of America Credit Cards DRUG SCREEN:DANIEL, SEVILLA, RAMOS, SALAS, PEREZ, URI	104-421-300-200	175.74
3/22/2022	Business Card- Bank of America Credit Cards CITY MANAGER SUPPLIES	104-402-300-210	49.68
3/22/2022	Business Card- Bank of America Credit Cards CITY MANAGER SUPPLIES	104-402-300-210	27.05
3/22/2022	Business Card- Bank of America Credit Cards USPS MAILED LAPEL PINS TO REQUESTER	104-402-300-200	1.60
3/22/2022	Business Card- Bank of America Credit Cards UNIFORMS FOR DISPATCH	104-421-300-230	216.96
3/22/2022	Business Card- Bank of America Credit Cards COMCAST ACT#1872	104-432-300-220	291.09
3/22/2022	Business Card- Bank of America Credit Cards COMCAST ACT#0566	104-421-300-220	1,168.40
3/22/2022	Business Card- Bank of America Credit Cards COMCAST ACT#7740	104-421-300-220	4,898.24
3/22/2022	Business Card- Bank of America Credit Cards COMCAST ACT#77130	104-435-300-220	255.87
3/22/2022	Business Card- Bank of America Credit Cards EARTH LINK	104-401-300-157	34.95
3/22/2022	Business Card- Bank of America Credit Cards WWTP AUGER MOSTER ROTOR	104-401-300-157	11,185.83
3/22/2022	Business Card- Bank of America Credit Cards BINDERS FOR DEPT BUDGETS	104-405-300-200	24.36
3/22/2022	Business Card- Bank of America Credit Cards LIBERTY CASSIDY COVID HOURS	104-405-300-270	75.00
3/22/2022	Business Card- Bank of America Credit Cards PAL HELMET DONATION	31-425-300-200	101.75
3/22/2022	Business Card- Bank of America Credit Cards MISC OFFICE SUPPLIES	104-421-300-150	154.89
3/22/2022	Business Card- Bank of America Credit Cards HOTEL FTO TRAINING BONILLA	104-421-300-270	1,116.32
3/22/2022	Business Card- Bank of America Credit Cards FINGER PROTECTORS	104-421-300-150	7.57
3/22/2022	Business Card- Bank of America Credit Cards VACUUM CLEANER	104-421-300-150	64.94
3/22/2022	Business Card- Bank of America Credit Cards CAT TONGS-ANIMAL CONTROL	104-421-300-203	75.00
3/22/2022	Business Card- Bank of America Credit Cards GUN OIL- ARMORY	104-421-300-210	15.37
3/22/2022	Business Card- Bank of America Credit Cards OFFICE SUPPLIES	104-421-300-150	99.31
3/22/2022	Business Card- Bank of America Credit Cards ARMORY SUPPLIES	104-421-300-210	102.42
3/22/2022	Business Card- Bank of America Credit Cards ARMORY SUPPLIES	104-421-300-210	250.00
3/22/2022	Business Card- Bank of America Credit Cards COFFEE CUPS	104-421-300-150	90.39
3/22/2022	Business Card- Bank of America Credit Cards ODOR ELIMINATOR	104-421-300-203	51.32
3/22/2022	Business Card- Bank of America Credit Cards TRASH BAGS	104-421-300-203	211.68
3/22/2022	Business Card- Bank of America Credit Cards KENNEL SPRAY	104-421-300-203	64.92
3/22/2022	Business Card- Bank of America Credit Cards JAIL CELLS	104-421-300-148	58.46
3/22/2022	Business Card- Bank of America Credit Cards TONER	104-421-300-150	43.28
3/22/2022	Business Card- Bank of America Credit Cards KETTLE BELLS	104-421-300-210	109.82

3/22/2022	Business Card- Bank of America Credit Cards PAPER	104-421-300-150	29.34
3/22/2022	Business Card- Bank of America Credit Cards RECORDS CLERK-K PEREZ	104-421-300-270	540.75
3/22/2022	Business Card- Bank of America Credit Cards RECORDS CLERK-CASTILLO	104-421-300-270	540.75
3/22/2022	Business Card- Bank of America Credit Cards CRAMER-INTERNAL AFFAIRS HOTEL	104-421-300-270	422.70
3/22/2022	Business Card- Bank of America Credit Cards MCCALISTER RED DOT HOTEL	104-421-300-270	283.80
3/22/2022	Business Card- Bank of America Credit Cards ANIMAL ODOR ELIMINATOR	104-421-300-203	31.38
3/22/2022	California Boiler Inc. WWTP BOILER	120-435-300-140	944.59
3/22/2022	California Municipal Revenue & Tax Associat CMRTA ANNUAL MEMBERSHIP	104-405-300-170	150.00
3/22/2022	City of Corcoran JMATA-HAAKER 22 OPEN HOUSE 3/22-23/22	120-435-300-270	36.00
3/22/2022	City of Corcoran POSTAGE	104-432-300-152	1.34
3/22/2022	College of the Sequoias ACADEMY MODULE 3-T DANIEL	104-421-300-270	339.00
3/22/2022	Corcoran Hardware DEPT SUPPLIES	104-412-300-210	188.37
3/22/2022	Corcoran Hardware DEPT SUPPLIES	104-421-300-210	111.62
3/22/2022	Corcoran Hardware DEPT SUPPLIES	104-432-300-210	89.97
3/22/2022	Corcoran Hardware DEPT SUPPLIES	109-434-300-210	129.93
3/22/2022	Corcoran Hardware DEPT SUPPLIES	120-435-300-210	426.49
3/22/2022	Corcoran Hardware DEPT SUPPLIES	105-437-300-210	422.76
3/22/2022	Corcoran Hardware DEPT SUPPLIES	105-437-300-140	200.15
3/22/2022	Corcoran Hardware DEPT SUPPLIES	105-437-300-216	8.64
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-401-300-130	824.67
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-402-300-130	1,648.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-405-300-130	1,723.58
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-406-300-130	1,203.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-412-300-130	1,442.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	138-413-300-130	2,575.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-421-300-130	19,629.75
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-431-300-130	1,442.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-432-300-130	1,648.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	104-433-300-130	1,030.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	109-434-300-130	3,296.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	112-438-300-130	618.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	120-435-300-130	2,726.25
3/22/2022	CSJVRMA LIABILITY PROGRAM	121-439-300-130	424.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	105-437-300-130	11,329.50
3/22/2022	CSJVRMA LIABILITY PROGRAM	145-410-300-130	2,803.00
3/22/2022	CSJVRMA LIABILITY PROGRAM	136-415-300-130	3,754.25
3/22/2022	CSJVRMA WORKERS COMP	104-402-200-121	1,757.25
3/22/2022	CSJVRMA WORKERS COMP	104-405-200-121	1,251.00
3/22/2022	CSJVRMA WORKERS COMP	104-406-200-121	1,000.00
3/22/2022	CSJVRMA WORKERS COMP	104-412-200-121	4,332.50
3/22/2022	CSJVRMA WORKERS COMP	104-431-200-121	645.25
3/22/2022	CSJVRMA WORKERS COMP	104-433-200-121	2,080.75
3/22/2022	CSJVRMA WORKERS COMP	109-434-200-121	3,120.25
3/22/2022	CSJVRMA WORKERS COMP	112-438-200-121	312.50
3/22/2022	CSJVRMA WORKERS COMP	120-435-200-121	5,682.00

3/22/2022	CSJVRMA	WORKERS COMP	104-439-300-121	1,951.75
3/22/2022	CSJVRMA	WORKERS COMP	105-437-300-121	9,022.75
3/22/2022	CSJVRMA	WORKERS COMP	104-410-300-121	9,615.75
3/22/2022	CSJVRMA	WORKERS COMP	104-421-300-121	39,591.75
3/22/2022	CSJVRMA	WORKERS COMP	104-432-300-121	929.75
3/22/2022	CSJVRMA	WORKERS COMP	501-430-200-121	375.00
3/22/2022	CSJVRMA	WORKERS COMP	178-441-200-121	312.50
3/22/2022	CSJVRMA	WORKERS COMP	177-448-200-121	312.50
3/22/2022	CSJVRMA	WORKERS COMP	179-442-200-121	312.50
3/22/2022	CSJVRMA	WORKERS COMP	110-434-200-121	749.50
3/22/2022	CSJVRMA	WORKERS COMP	511-408-200-121	643.75
3/22/2022	CSJVRMA	OVERPAYMENT G GILBERT WC CLAIM PERIOD OF 4/1/21-11/04-421-100-101	18,185.74	
3/22/2022	Direct Distributing, Inc.	FLANGE PARTS FOR WTP	105-437-300-140	187.75
3/22/2022	Direct Distributing, Inc.	VALVES FOR POOL HEATER ROOM	105-437-300-140	129.21
3/22/2022	Dispensing Technology Corp	SUPPLIES FOR STREET RECONSTRUCTION	109-434-300-213	4,499.59
3/22/2022	Doug Borba Construction	HOUSE REHA3 1630 BREWER FINAL 20% CONTRACT	513-605-300-200	7,718.61
3/22/2022	Doug Borba Construction	NON CONTRACT NEW AC UNIT	513-605-300-200	6,000.00
3/22/2022	Fastenal Company	BOLTS SUPPLIES FOR PARK BENCHES	104-412-300-210	44.56
3/22/2022	Father and Sons Fencing Company Inc.	FENCING CHAIN LINK FOR CORCORAN WELL 5F	105-437-300-540	17,000.00
3/22/2022	FedEx	SHIPPING CHARGES VSS	104-431-300-210	26.70
3/22/2022	FedEx	SHIPPING TESCO CONTROLLERS REPAIRS X3	120-435-300-200	206.75
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	145-410-300-141	51.50
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	104-412-300-141	34.00
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	104-421-300-141	490.00
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	104-431-300-141	42.50
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	109-434-300-141	51.00
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	120-435-300-141	34.00
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	105-437-300-141	59.50
3/22/2022	Felder Communications	RADIO MAINT & REPAIRS	121-439-300-141	17.00
3/22/2022	Fresno City College	TRAINING PADAMA	104-421-300-270	118.00
3/22/2022	Frontier Communications	ACCT#559995:2650917185	120-435-300-220	55.75
3/22/2022	Frontier Communications	ACCT#55999527750604085	104-432-300-220	162.50
3/22/2022	Gary V. Burrows Inc.	DIESEL FUEL	109-434-300-250	1,645.42
3/22/2022	Gary V. Burrows Inc.	DIESEL FUEL	105-437-300-250	705.61
3/22/2022	Hinderliter, deLJames & Assoc	CONTRACT SVCS SALES TAX JAN TO MARCH 2022	104-405-300-200	1,050.00
3/22/2022	Hinderliter, deLJames & Assoc	AUDIT SVCS SALES TAX QUARTER 3 2021	104-405-300-200	28.79
3/22/2022	Hinderliter, deLJames & Assoc	CONTRACT SVCS TRANSACTION TAX JAN TO MARCH 2022	104-405-300-200	300.00
3/22/2022	Hinderliter, deLJames & Assoc	HDL AUDIT SVCS-TRANSACTION TAX	104-405-300-200	401.82
3/22/2022	Home Depot Credit Services	DRAGADOS LIGHTS	104-432-300-210	70.21
3/22/2022	Home Depot Credit Services	JANTORIAL SUPPLIES FOR BUILDINGS	104-432-300-210	199.08
3/22/2022	Home Depot Credit Services	DEPT SUPPLIES FOR STREETS	109-434-300-210	52.95
3/22/2022	Home Depot Credit Services	DEPT SUPPLIES FOR STREETS	109-434-300-210	280.24
3/22/2022	Joanna Gonzalez	REFUND VETS HALL DEPOSIT 3/12/22	104-000-362-085	200.00
3/22/2022	Jones Electric	STREET CAMERAS	109-434-300-210	159.00
3/22/2022	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER INSPECT WWTP	104-432-300-200	606.88

3/22/2022	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER INSPECT VETS HALL	104-432-300-200	22.00
3/22/2022	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER INSPECT CPD	104-432-300-200	488.45
3/22/2022	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER INSPECT PW CORP YARD	104-432-300-200	972.53
3/22/2022	Jorgensen & Company	ANNUAL FIRE EXTINGUISHER INSPECT DEPOT	104-432-300-200	22.00
3/22/2022	Linde Inc.	CHEMICALS CO2	105-437-300-219	4,976.44
3/22/2022	Linde Inc.	CHEMICALS	105-437-300-219	92.01
3/22/2022	Linde Inc.	CHEMICALS	105-437-300-219	92.01
3/22/2022	Low Budget Kustoms	INTERIOR OFFICE WINDOW TINTING	104-406-300-210	900.00
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	105-437-300-200	157.50
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	120-435-300-200	110.25
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	121-439-300-200	47.25
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	109-434-300-200	157.50
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	104-412-300-200	157.50
3/22/2022	Martin Lopez	PAINTING -PW TRAINING ROOM	104-433-300-200	157.50
3/22/2022	Mendes Plumbing	REPAIRS FOR 24434 6 1/4 AVE WATER HEATER REPLC	301-430-300-200	2,286.28
3/22/2022	MISOWATER	NEW CHEMICAL PUMP FOR PAX SYSTEM AAT 2MG TANK	105-437-500-550	6,353.38
3/22/2022	Pace Analytical Services, LLC	MONTHLY ARSENIC TESTING SAMPLES FEB 2022	120-435-300-200	487.50
3/22/2022	PACE Supply	CREDIT STOCK SUPPLIES	105-437-300-210	-90.00
3/22/2022	PACE Supply	B16 BOX LIDS FOR METERS	105-437-300-210	1,798.03
3/22/2022	PACE Supply	PAX SUPPLIES	105-437-500-550	161.61
3/22/2022	Performance Industrial Controls	REPL WELL 4 TRANSMITTER	105-437-300-200	640.00
3/22/2022	PG&E	ACCT#8796488111-1	301-430-300-316	14.11
3/22/2022	PG&E	ACCT#1056173633-0	301-430-300-316	44.80
3/22/2022	PG&E	ACCT#86707342837	301-430-300-316	40.48
3/22/2022	PG&E	ACCT#3357250173-3	104-432-300-240	505.35
3/22/2022	Price, Paige & Company	CITY FINANCIALS STATEMENTS	104-405-300-200	18,000.00
3/22/2022	Price, Paige & Company	CONSULT WORK 2022	104-405-300-200	658.00
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	145-410-300-200	47.42
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	136-415-300-200	33.43
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	47.62
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	145.88
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-320-200	21.27
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	34.41
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	18.33
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	120-435-300-200	47.42
3/22/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	105-437-300-200	50.46
3/22/2022	Quadent	POSTAGE MACHINE @ CHLOADED	104-432-300-152	1,100.00
3/22/2022	Quality Pool Service	MONTHLY SVC FEB 2022	138-413-300-200	850.00
3/22/2022	Radius Tire Co.	TIRE REPAIR UNIT 216	145-410-300-260	25.00
3/22/2022	Radius Tire Co.	TIRE REPAIR UNIT 184	109-434-300-260	42.50
3/22/2022	Radius Tire Co.	2 NEW TIRES FOR UNIT 269 TRAILER	104-412-300-140	309.96
3/22/2022	Radius Tire Co.	TIRE REPAIR ON DISC 71	120-435-300-140	54.23
3/22/2022	Radius Tire Co.	TIRE REPAIR UNIT 242	104-421-300-260	38.00
3/22/2022	Sawtelle & Rosprnm Hardware, Inc.	INFLUENT PUMPS REPAIR	120-435-300-140	7.89
3/22/2022	Sawtelle & Rosprnm Hardware, Inc.	CRACK SEAL SUPPLIES	109-434-300-210	116.96

3/22/2022	Sawelle & Rosyrim Hardware, Inc.	STAINLESS PARTS	105-437-300-140	24.20
3/22/2022	Sawelle & Rosyrim Hardware, Inc.	AUGER MONSTER REPAIR	120-435-300-140	146.57
3/22/2022	Sawelle & Rosyrim Hardware, Inc.	MASKS FOR WTP	105-437-300-210	76.25
3/22/2022	Sawelle & Rosyrim Hardware, Inc.	PACKING FOR PUMPS	120-435-300-210	34.09
3/22/2022	Sawelle & Rosyrim Hardware, Inc.	STAINLESS PARTS FOR PPOOL REFLC PARTS	138-413-300-140	40.91
3/22/2022	Sawelle & Rosyrim Hardware, Inc.	STAINLESS NUTS/BOLTS FOR POOL	138-413-300-140	36.49
3/22/2022	Self Help Enterprises	10/1 TO 10/31 2021 CV-1	276-551-300-210	5,042.59
3/22/2022	Self Help Enterprises	9/1 TO 9/30 2021 CV-2	276-551-300-200	104.33
3/22/2022	Self Help Enterprises	10/1 TO 10/31 2021 CV-2	276-551-300-200	102.35
3/22/2022	Self Help Enterprises	9/1 TO 9/30 2021 CV-1	276-551-300-210	2,204.24
3/22/2022	Self Help Enterprises	GEN ADMN	177-448-300-200	250.00
3/22/2022	Self Help Enterprises	GEN ADMN	177-448-300-200	972.00
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	105-437-300-210	50.91
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	120-435-300-210	35.64
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	121-439-300-210	15.27
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	109-434-300-210	50.91
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	104-412-300-210	50.91
3/22/2022	Sherwin Williams Co	PAINT SUPPLIES PW TRAINING ROOM	104-432-300-210	50.91
3/22/2022	TF Tire & Service	BUS 215 2 NEW FRONT TIRES	145-410-300-260	321.52
3/22/2022	The Gas Company	ACCT#00891595001	104-432-300-242	633.88
3/22/2022	The Gas Company	ACCT#00888349024	145-410-300-242	289.32
3/22/2022	The Gas Company	ACCT#20001594009	104-432-300-242	75.79
3/22/2022	The Gas Company	ACCT#15829731015	104-432-300-242	563.11
3/22/2022	The Gas Company	ACCT#06981596833	104-432-320-242	68.71
3/22/2022	The Printer	PRINTING OF WEED ABATEMENT NOTICE FO R2022	104-406-300-198	872.26
3/22/2022	Tires 4 Less	BUS 215 TIRES REPAIR	145-410-300-260	20.00
3/22/2022	Tunupspeed Electric Svc Inc	#9 REPAIR LIFT STATION	120-435-300-140	168.40
3/22/2022	Univar USA Inc	SODIUM HYPOCHLORITE CHEMICALS	105-437-300-219	626.77
3/22/2022	Verizon Wireless	CELL PHN SVC	145-410-300-220	142.62
3/22/2022	Verizon Wireless	WIRELESS AIR CARDS	145-410-300-220	38.01
3/22/2022	Verizon Wireless	BUS AIR CARDS X6	145-410-300-220	228.06
3/22/2022	Verizon Wireless	ON CALL CELL PHN SVC WATER	105-437-300-220	2.23
3/22/2022	Verizon Wireless	WIRELESS AIR CARDS	105-437-300-220	76.02
3/22/2022	Verizon Wireless	CELL PHN SVC RICK ADAMS	104-433-300-200	0.70
3/22/2022	Verizon Wireless	CELL PHN SVC JOE FAULKNER	104-431-300-200	1.02
3/22/2022	Verizon Wireless	WIRELESS AIR CARDS	104-431-300-200	38.01
3/22/2022	Verizon Wireless	CELL PHNE SVC	104-406-300-220	118.77
3/22/2022	Verizon Wireless	AIR CARDS X2	104-406-300-220	76.02
3/22/2022	Verizon Wireless	MOBILE MIFI HOTSPOT	104-431-300-200	38.01
3/22/2022	Verizon Wireless	CELL PHN SVC LISA MUSTAIN	104-405-300-200	26.51
3/22/2022	Verizon Wireless	CELL PHN SVC MARLENE SPAIN	104-402-300-200	26.02
3/22/2022	Verizon Wireless	CELL PHN SVC GREG GATZKA	104-402-300-200	41.63
3/22/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
3/22/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
3/22/2022	Wood Rogers, Inc.	CORCORAN WELL 5F	105-437-300-200	6,670.00

3/22/2022

Wood Rogers, Inc.

CORCORAN WELL 8C

105-437-300-200

1,543.75

Warrant Total: 315,868.78

AP-Voucher Approval List (03/22/2022 - 10:58 AM)

#2

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 03/29/2022 - 11:47AM
Warrant Request Date: 3/29/2022
DAC Fund:

Batch: 00524.03.2022 - Wrnt Rgstr 04/12/2022 FY2

Line	Claimant	Amount
1	American Office Solutions, LLC	1,484.31
2	American Office Solutions, LLC	7.57
3	American Office Solutions, LLC	135.30
4	Auto Zone, Inc.	680.27
5	Cannon Financial Services, Inc.	94.18
6	City of Avenal	19,451.60
7	City of Corcoran	514.74
8	Coreoran Heating & Air	3,800.00
9	Corcoran Publishing Company	72.00
10	Hayes Garage Doors	535.00
11	PG&E	5,545.00
12	Pro-Tow	335.00
13	Rebecca C. Thompson Real Estate Appraisal	500.00
14	Speedo Check	330.00
15	The Gas Company	4,491.62
16	Trans Union LLC	60.00
17	Will Tiesiera Ford-Mercury	81.11
Page Total:		\$38,117.70
Grand Total:		\$38,117.70

Page Total: \$38,117.70

Accounts Payable Voucher Approval List

User: spineda
 Printed: 03/29/2022 - 11:50AM
 Batch: 00524.03.2022 - Wmt Rgstr 04/12/2022 FY2022



Warrant Date	Vendor	Description	Account Number	Amount
3/29/2022	American Offices Solutions, LLC	BATTERY BACKUP KIT	106-406-300-200	135.30
3/29/2022	American Offices Solutions, LLC	WATT BOX UPS AOSQ1374	104-421-300-181	1,484.31
3/29/2022	American Offices Solutions, LLC	COBAN BATTERY BACK UP	104-421-300-181	7.57
3/29/2022	Auto Zone, Inc.	UNIT 246 AIR FILTER	104-421-300-260	51.39
3/29/2022	Auto Zone, Inc.	UNIT 247 BRAKE REPAIRS	104-421-300-260	140.71
3/29/2022	Auto Zone, Inc.	CAR WASH	104-421-300-260	6.70
3/29/2022	Auto Zone, Inc.	FLEET MOTOR OIL	104-421-300-210	481.47
3/29/2022	Cannon Financial Services, Inc.	COPIER SERVICE RENTAL 3/22/2022	104-421-300-180	94.18
3/29/2022	City of Avenal	SHORT PAID 9/21	104-421-300-203	120.00
3/29/2022	City of Avenal	SVCE CONTRACT NOV 2021	104-421-300-203	4,662.90
3/29/2022	City of Avenal	SVCE CONTRACT DEC 2021	104-421-300-203	4,662.90
3/29/2022	City of Avenal	DOGS EUTHANIZED	104-421-300-203	160.00
3/29/2022	City of Avenal	SVC CONTRACT JAN 2022	104-421-300-203	4,662.90
3/29/2022	City of Avenal	DOGS EUTHANIZED	104-421-300-203	160.00
3/29/2022	City of Avenal	CATS EUTHANIZED	104-421-300-203	160.00
3/29/2022	City of Avenal	SERVICE CONTRACT FEB 2022	104-421-300-203	4,662.90
3/29/2022	City of Avenal	DOGS EUTHANIZED	104-421-300-203	40.00
3/29/2022	City of Avenal	CATS EUTHANIZED	104-421-300-203	160.00
3/29/2022	City of Corcoran	J MATA MLEAGE REIMB 22 HAAKER OPEN HOUSE	120-435-300-270	93.13
3/29/2022	City of Corcoran	T-3 RENEWAL D ZABLE	105-437-300-270	90.00
3/29/2022	City of Corcoran	POSTAGE	104-432-300-152	3.35
3/29/2022	City of Corcoran	KEYS	104-421-300-210	13.30
3/29/2022	City of Corcoran	PER DIEM HARRIS FIRST AIDE	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM GILBERT FIRST AIDE	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM SALAS FIRST AIDE	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM PFARR FIRST AIDE	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM AGUIRRE FTO TRAINING	104-421-300-270	60.00
3/29/2022	City of Corcoran	PER DIEM PADAMA ACADEMY INSTRUCTOR	104-421-300-270	60.00
3/29/2022	City of Corcoran	PER DIEM PADAMA ICI ADV GANG INV	104-421-300-270	60.00
3/29/2022	City of Corcoran	PER DIEM GILBERT SEXUA ASSULT FOR 1ST RES	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM CARRILLO SEXUAL ASSULT FOR 1ST RES	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM CASTRO DV FOR 1ST RES	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM CHEE DV FOR 1ST RES	104-421-300-270	12.00
3/29/2022	City of Corcoran	PER DIEM BONILLA DV FOR 1ST RES	104-421-300-270	12.00

3/29/2022	City of Corcoran	POSTAGE	104-432-300-152	26.96
3/29/2022	Corcoran Heating & Air	RPLC 310 MINI SPLIT WST AC UNIT CMPSOR. SVC 3/3/22 @ O	104-432-300-200	3,800.00
3/29/2022	Corcoran Publishing Company	NIXEL AD 2/10/22	104-421-300-156	36.00
3/29/2022	Corcoran Publishing Company	NIXEL AD 2/24/22	104-421-300-156	36.00
3/29/2022	Hayes Garage Doors	DOOR HINGE REPLC	104-421-300-210	535.00
3/29/2022	PG&E	ACCT#5304135173-4	111-602-300-200	270.75
3/29/2022	PG&E	ACCT#5304135173-4	111-601-300-240	76.82
3/29/2022	PG&E	ACCT#5304135173-4	111-603-300-240	11.85
3/29/2022	PG&E	ACCT#5304135173-4	111-604-300-240	86.41
3/29/2022	PG&E	ACCT#5304135173-4	104-412-300-240	11.99
3/29/2022	PG&E	ACCT#5304135173-4	109-434-300-240	5,005.95
3/29/2022	Pro-Tow	TOWING C2200336	111-605-300-200	81.23
3/29/2022	Rebecca C. Thompson Real Estate Appraisal	APPRAISAL FOR PROPERTY ON 1630 BREWER	104-421-300-210	335.00
3/29/2022	Speedo Check	CALIBRATE UNITS	313-605-300-200	500.00
3/29/2022	The Gas Company	ACCT#11484795064	104-421-300-260	330.00
3/29/2022	Trans Union LLC	PROFESSIONAL SVC/BACKGROUNDS FEB 2022	138-413-300-200	4,491.62
3/29/2022	Will Tiestera Ford-Mercury	MOULDING REPAIR UNIT 265	104-421-300-200	60.00
			104-421-300-260	81.11

Warrant Total: 38,117.70

Accounts Payable

Blanket Voucher Approval Document



User: spineda
 Printed: 04/06/2022 - 9:23AM
 Warrant Request Date: 4/1/2022
 DAC Fund:

Batch: 00501.04.2022 - Wrnt Rgstr 04/12/2022 FY2

Line	Claimant	Amount
1	A+ Quality Concrete Construction Inc.	1,233.62
2	Amtrak	530.00
3	Amtrak	530.00
4	Amtrak	1,625.00
5	Amtrak	1,625.00
6	Associated Compressor & Equipment, LLC	7,755.73
7	AT&T Mobility	41.97
8	Auto Zone, Inc.	192.90
9	Az Auto Parts	508.30
10	Best Deal Food Co Inc.	12.26
11	C. A. Reding Company, Inc	53.70
12	California Building Officials	70.00
13	Central Valley Sweeping LLC	6,380.00
14	City of Corcoran	406.00
15	Corcoran Heating & Air	385.00
16	Data Ticket Inc	315.55
17	Douglass Truck Bodies, Inc.	88.73
18	Ferguson Enterprises, Inc	63.71
19	Galindo Farms Discing	1,300.00
20	Gary V. Burrows Inc.	4,374.40
21	George Navarro	200.00
22	Hanford Glass Inc.	328.00
23	Hofmans Nursery	1,700.41
24	Interstate Gas Services	2,000.00
25	JT2 Inc.	575,564.57
26	JV Recycling Inc.	27,758.50
27	KRC Safety Co. Inc.	140.42
28	Morris Levin & Son	34.78
29	Navia Benefit Solutions	35.00
30	Nutrien AG Solutions, Inc.	305.66
31	O'Reilly	15.54
32	PACE Supply	3,749.62
33	Pacific Orchard Development, Inc.	2,246.65
34	PG&E	9.52
35	PG&E	110,500.76
36	PG&E	2,570.54
37	Prudential Overall Supply	327.04
38	Ramiro Sanchez	165.00
39	Simplot Grower Solutions	1,163.67
40	Tesco Controls, Inc	375.00
41	Turnupseed Electric Svc Inc	368.35
42	UNIFIRST Corporation	1,489.19
43	Univar USA Inc	6,990.24
44	unWired Broadband	199.95
45	US Bank Equipment Finance	182.28
46	Vanir Construction Management, Inc.	5,310.00

47
48

Wells Fargo Bank, N.A.
WEX BANK

1,810.40
11,835.82

Page Total: \$13,646.22

Grand Total: \$784,868.78

Page Total: \$13,646.22

Accounts Payable

Voucher Approval List



User: spinedia
 Printed: 04/06/2022 - 9:24AM
 Batch: 00501.04.2022 - Wmt Rgstr 04/12/2022 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
4/1/2022	A+ Quality Concrete Construction Inc.	CLARIFIER REPAIR	120-435-300-200	1,233.62
4/1/2022	Amtrak	TICKETS 125 CORCORAN TO HANFORD ROUND TRIP	145-410-300-292	1,625.00
4/1/2022	Amtrak	TICKETS 125 CORCORAN TO HANFORD ROUND TRIP	145-410-300-292	1,625.00
4/1/2022	Amtrak	10 RIDES	145-410-300-292	530.00
4/1/2022	Amtrak	10 RIDES	145-410-300-292	530.00
4/1/2022	Associated Compressor & Equipment, LLC	AIR COMPRESSOR TANK & ELECTRICAL WIRING TROUBLES	105-437-500-540	7,755.73
4/1/2022	AT&T Mobility	WWTP DUTY MAN CELL INV#834605440X04012022	120-435-300-220	41.97
4/1/2022	Auto Zone, Inc.	SHOP EQUIPT MAINT & REPAIR	104-433-300-140	36.79
4/1/2022	Auto Zone, Inc.	SUPPLIES TO CELAN UP WWTP WORK TRUCKS	120-435-300-210	62.48
4/1/2022	Auto Zone, Inc.	SUPPLIES TO CELAN UP UNIT 249	120-435-300-210	58.17
4/1/2022	Auto Zone, Inc.	SUPPLIES TO CELAN UP UNIT 205	120-435-300-210	28.87
4/1/2022	Auto Zone, Inc.	SUPPLIES TO CELAN UP WWTP WORK TRUCKS	120-435-300-210	6.59
4/1/2022	Az Auto Parts	BUS 238 BLADES & FILTER	145-410-300-260	45.31
4/1/2022	Az Auto Parts	BUS 215 IGNITION COIL AND SPARK PLUG	145-410-300-260	462.99
4/1/2022	Best Deal Food Co Inc.	COFFEE AND CREAMER	145-410-300-210	12.26
4/1/2022	C. A. Reding Company, Inc	DEPOT COPIER FEB AND MARCH 2022	145-410-300-180	53.70
4/1/2022	California Building Officials	CALBO WBNR PLAN & DOC SCRNG SKILLS-PERMIT TECHS D	104-406-300-156	70.00
4/1/2022	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2022	112-438-300-200	2,128.00
4/1/2022	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2022	109-434-300-200	2,126.00
4/1/2022	Central Valley Sweeping LLC	STREET SWEEPING MARCH 2022	121-439-300-200	2,126.00
4/1/2022	City of Corcoran	PER DIEM PFARR S	104-421-300-270	243.00
4/1/2022	City of Corcoran	PER DIEM PFARR S	104-421-300-270	151.00
4/1/2022	City of Corcoran	PER DIEM CARRILLO	104-421-300-270	12.00
4/1/2022	Corcoran Heating & Air	AC MAINT & REPAIRS	105-437-300-140	385.00
4/1/2022	Data Ticket Inc	CODE ENFORCEMENT CITATION PROCESSING FOR FEB 2022	104-406-300-200	44.00
4/1/2022	Data Ticket Inc	FTB PAYMENT	104-406-300-200	221.55
4/1/2022	Data Ticket Inc	ONLINE ACCESS TO CITATION PROCESSING CENTER	104-406-300-200	50.00
4/1/2022	Douglass Truck Bodies, Inc.	DOOR LATCHES FOR UNIT 250	105-437-300-260	88.73
4/1/2022	Ferguson Enterprises, Inc	PAX TUBING	105-437-500-550	63.71
4/1/2022	Galindo Farms Discing	CLEAN UP FRONT PROPERTY 1251 LETTS AVE	313-605-300-200	480.00
4/1/2022	Galindo Farms Discing	1901 PATTERSON: WEEDS, TRASH, MATERIALS TO REBOAR	313-605-300-200	820.00
4/1/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	2,247.38
4/1/2022	Gary V. Burrows Inc.	FUEL STATEMENT	104-433-300-250	482.54
4/1/2022	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	573.91

4/1/2022	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	736.22
4/1/2022	Gary V. Burrows Inc.	FUEL STATEMENT	105-437-300-250	334.35
4/1/2022	George Navarr	REFUND VETS HALL DEPOSIT 3/26/22	104-000-362-085	200.00
4/1/2022	Hanford Glass Inc.	PW OFFICE WINDOW REPAIR	104-431-300-140	328.00
4/1/2022	Hofman Nursery	PD LANDSCAPING	104-421-300-210	431.15
4/1/2022	Hofman Nursery	PARKS FLAT COLOR	104-412-300-210	26.28
4/1/2022	Hofman Nursery	CAMFIL CAIRING DONATION 7 DOWNTOWN TREES	104-412-300-210	945.95
4/1/2022	Hofman Nursery	CAMFIL CAIRING DONATION 14 STAKES FOR DOWNTOWN T	104-412-300-210	251.50
4/1/2022	Hofman Nursery	CAMFIL CAIRING DONATION GRO MULCH	104-412-300-210	45.53
4/1/2022	Interstate Gas Services	ANNUAL WATER BOND REPORTS	105-437-300-200	2,000.00
4/1/2022	JT2 Inc.	PROP 68 GRANT CONST OF GATEWAY PARK	307-449-500-530	575,564.57
4/1/2022	JV Recycling Inc.	SCREENING & REMOVAL OF DIRT FOR HSR FENCE RELOCAI	105-437-500-550	20,196.00
4/1/2022	JV Recycling Inc.	SCREENING & REMOVAL OF DEBRIS FROM GATEWAY PARK	104-412-500-530	7,562.50
4/1/2022	KRC Safety Co Inc.	9 SIGNS FOR J MAROON PARK	104-412-300-210	140.42
4/1/2022	Morris Levin & Son	PARTS FOR WATER LINE AT DOG PARK REPAIR	105-437-300-140	34.78
4/1/2022	Navia Benefit Solutions	COBRA ADMIN MARCH 2021	104-402-300-200	35.00
4/1/2022	Nutrien AG Solutions, Inc.	ROUND UP FOR SPRAYING	105-437-300-210	305.66
4/1/2022	O'Reilly	DUAL PISTON UNIT#267	104-412-300-260	165.72
4/1/2022	O'Reilly	RETURN: DUAL PISTON UNIT#267	104-421-300-260	-165.72
4/1/2022	O'Reilly	AIR FILTER FOR CRACK SEALER	109-434-300-140	15.54
4/1/2022	PACE Supply	4" 3" PARTS FOR OTIS WATER LINE	105-437-300-550	541.09
4/1/2022	PACE Supply	F8 BOXES & LIDS	105-437-300-210	1,003.78
4/1/2022	PACE Supply	B16 BOXES & LIDS FOR STOCK	105-437-300-210	2,204.75
4/1/2022	Pacific Orchard Development, Inc.	PISTACHIO PROJECT: TIPPING TREES	139-450-300-200	2,246.65
4/1/2022	PG&E	ACCT#99457000756-9	111-601-300-240	10.51
4/1/2022	PG&E	ACCT#99457000756-9	145-410-300-240	570.38
4/1/2022	PG&E	ACCT#99457000756-9	158-413-300-200	4,249.62
4/1/2022	PG&E	ACCT#99457000756-9	104-412-300-240	1,013.75
4/1/2022	PG&E	ACCT#99457000756-9	104-432-300-240	5,235.87
4/1/2022	PG&E	ACCT#99457000756-9	104-432-320-240	229.54
4/1/2022	PG&E	ACCT#99457000756-9	109-434-300-240	454.71
4/1/2022	PG&E	ACCT#99457000756-9	120-435-300-240	18,870.72
4/1/2022	PG&E	ACCT#99457000756-9	121-439-300-240	2,425.89
4/1/2022	PG&E	ACCT#99457000756-9	105-437-300-240	77,439.77
4/1/2022	PG&E	ACCT#84659647279	301-430-300-316	9.52
4/1/2022	PG&E	ACCT#13015938064	104-432-300-240	2,570.54
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	145-410-300-200	34.86
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	136-415-300-200	25.54
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	111.44
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	31.75
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-320-200	16.25
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	22.94
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	12.22
4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	120-435-300-200	34.86

4/1/2022	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	105-437-300-200	37.18
4/1/2022	Ramiro Sanchez	VINYL LETTERS & NUMBERS UNIT #291	120-435-300-260	55.00
4/1/2022	Ramiro Sanchez	VINYL LETTERS & NUMBERS UNIT #202	109-434-300-260	55.00
4/1/2022	Ramiro Sanchez	VINYL LETTERS & NUMBERS UNIT #292	104-412-300-260	55.00
4/1/2022	Simplet Grower Solutions	PISTACHIO FARMING: CHEMICALS	139-450-300-210	1,163.67
4/1/2022	Tesco Controls, Inc	LIFT STATION ELECTRICAL PARTS	120-435-300-210	375.00
4/1/2022	Turnspeed Electric Svc Inc	AUGER MONSTER AT PLANT	120-435-300-140	368.35
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X5	105-437-200-125	173.04
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X80%	120-435-200-125	77.82
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X20%	121-439-200-125	19.46
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X80%	120-435-200-125	99.55
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X20%	121-439-200-125	24.89
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X2	104-412-200-125	50.92
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X2	109-434-200-125	52.84
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-432-200-125	24.44
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-412-200-125	49.92
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-432-200-125	38.48
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	105-437-200-125	22.32
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X80%	120-435-200-125	22.85
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X20%	121-439-200-125	5.71
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	109-434-200-125	40.60
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-433-200-125	28.56
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X80%	120-435-200-125	33.82
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X20%	121-439-200-125	8.46
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-433-200-125	42.28
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	105-437-200-125	133.76
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X4	145-410-200-125	161.68
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X4	145-410-200-125	87.64
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-433-200-125	67.08
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X1	104-433-200-125	76.04
4/1/2022	UNIFIRST Corporation	UNIFORM COSTS X6	105-437-200-125	147.03
4/1/2022	Univar USA Inc	SODIUM HYPOCHLORITE CHEMICALS	105-437-300-219	6,990.24
4/1/2022	unWired Broadband	INTERNET SVC WTP	105-437-300-220	199.95
4/1/2022	US Bank Equipment Finance	PW COPIER LEASE	109-434-300-180	182.28
4/1/2022	Vanir Construction Management, Inc.	PROP 68 PARK GRANT CONSTRUCTION MNGT SVCS FEB 2022:307-449-500-530		5,310.00
4/1/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
4/1/2022	Wells Fargo Bank, N.A.	TEMP WORKER W CHAVEZ	104-412-300-200	905.20
4/1/2022	WEX BANK	FUEL STATEMENT	104-406-300-250	148.19
4/1/2022	WEX BANK	FUEL STATEMENT	104-421-300-250	4,161.31
4/1/2022	WEX BANK	FUEL STATEMENT	105-437-300-250	2,345.93
4/1/2022	WEX BANK	FUEL STATEMENT	120-435-300-250	440.41
4/1/2022	WEX BANK	FUEL STATEMENT	109-434-300-250	540.54
4/1/2022	WEX BANK	FUEL STATEMENT	104-412-300-250	916.65
4/1/2022	WEX BANK	FUEL STATEMENT	104-431-300-250	323.54

4/1/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	226.50
4/1/2022	WEX BANK	FUEL STATEMENT	104-432-300-250	-57.16
4/1/2022	WEX BANK	FUEL STATEMENT	145-410-300-250	2,789.91
Warrant Total:				784,868.78

CORCORAN

**STAFF REPORT
ITEM #: 7-A**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: April 1, 2022

MEETING DATE: April 12, 2022

SUBJECT: CrisCom Update

Summary:

The CrisCom Company has assisted the City in legislative advocacy and economic development efforts since 2004. This is an update on their activities over the current Fiscal Year.

Recommendation:

Informational Item. Review the CrisCom update.

Budget impact:

None.

Background:

The City of Corcoran initially partnered with The CrisCom Company in 2004. Over the years, CrisCom has diligently represented the City at the State and Federal level and has been extremely successful on multiple initiatives benefitting Corcoran. A representative of The CrisCom Company will give a presentation on their activities over this past year on behalf of Corcoran and current progress being made.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

PRESENTATION
ITEM #: 7B

MEMORANDUM

TO: City Council

FROM: Greg Gatzka, City Manager
Soledad Ruiz-Nunez, Finance Director

DATE: April 8, 2022

MEETING DATE: April 2, 2022

SUBJECT: Review the Audit for Fiscal Year 2021 for the period of July 1, 2020 to June 30, 2021.

Recommendation:

Information item.

Discussion:

The attached audit report identifies the revenue and expenditures for the City and the Auditors identify deficiencies for the Finance Department to fix.

Financial Statement Findings for the Single Audit:

1. The City of Corcoran does not have a written procurement procedures which reflect applicable State, local and tribal laws and regulations which also conform to the applicable federal law and standards identified in the Uniform Guidance during the fiscal year.

The City auditors from Price Paige & Company responsibility is to express opinions on the financial statements based on their audit. They conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government auditing Standards, issued by the Comptroller General of the United States. Those standards require that the auditors plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not

for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, they express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Budget Impact:

None.

Attachments:

Audit Financial Statements for July 1, 2020 to June 30, 2021 will be provided at the Council meeting.

**STAFF REPORT
ITEM #: 7-C**

MEMORANDUM

TO: City Council

FROM: Greg Gatzka, City Manager
Soledad Ruiz-Nunez, Finance Director

DATE: April 5, 2022 **MEETING DATE:** April 12, 2022

SUBJECT: Approval of 2022 Energy Equipment Lease with Banc of America Public Capital Corp.

Recommendation:

Consider adoption of Resolution No. 3125 approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement and authorizing certain actions in connection therewith relating to the financing of certain equipment for the City.

Summary and Background:

The City currently receives electricity service from PG&E, paying approximately \$1.2 million annually. PG&E's proposed rate increases over the next decade are expected to increase the city's costs by hundreds of thousands of dollars each year.

The City issued a Request for Proposals ("RFP") in Fall 2021 for qualified energy efficiency companies to assist the City in identifying viable City solar projects, preparing the engineering, and submitting the Interconnection Application with PG&E. Through that RFP, ENGIE Services U.S. Inc. ("ENGIE") was selected.

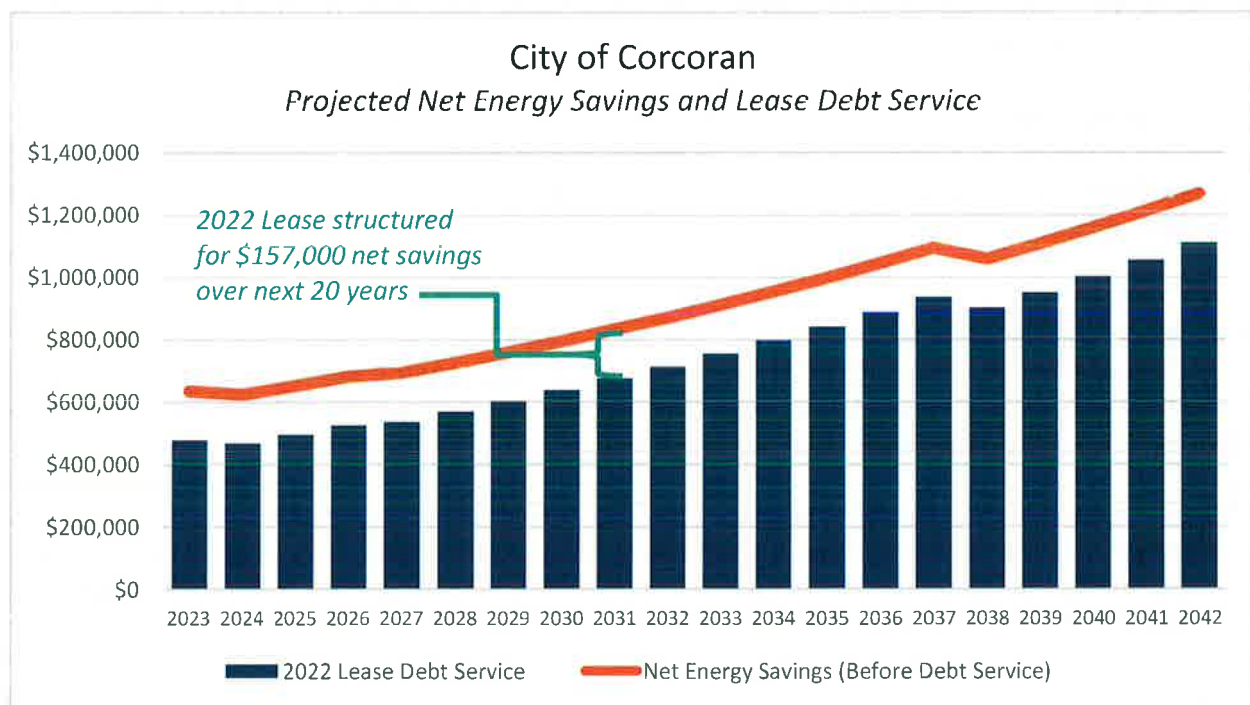
ENGIE performed an assessment of City solar projects and provided the City with study sessions to discuss the proposed improvements. ENGIE presented a Comprehensive City-Wide Energy Program on March 8, 2022, which identified solar panel projects, variable frequency drive (VFD) upgrade, LED lighting upgrades, and a battery energy storage system. The total cost of these projects is \$10,783,024. The projects are expected to result in over \$30 million in energy cost savings over the next 30 years. The City Council approved the form of agreement with ENGIE at the March 22, 2022, meeting.

To finance the \$10.8 million cost of these improvements, the City engaged NHA Advisors LLC (the "Municipal Financial Advisor") to assist with soliciting proposals from banks for a loan. The City received multiple proposals from banks, but the proposal from Banc of America Public

Capital Corp. (the “Bank” or “BAPCC”) was the most advantageous to the City. Accordingly, city staff propose to enter into a 2022 Energy Equipment Lease (“2022 Lease”) with the Bank.

The 2022 Lease will have a 20-year term, maturing April 1, 2042. The Bank has provided a fixed 2.81% interest rate for the 2022 Lease. This interest rate is locked through closing of the 2022 Lease, removing the risk that interest rates rise in the next few weeks before the 2022 Lease closes and funds. The 2022 Lease will have a final par of \$10,869,000, which will cover the project cost and the costs of issuing the 2022 Lease.

The 2022 Lease has been structured with a slightly escalating annual debt service over the next 20 years. The reason for this structure is to mirror the energy savings escalation during that period to achieve \$157,000 in net energy savings each year over the next 20 years. The graph below shows the projected net energy savings from the ENGIE project over the next 20 years (orange line) and the debt service on the 2022 Lease through final maturity in 2042 (dark blue bars). The amount by which the orange line is higher than the blue bars equals the net energy savings the City is projected to achieve through the ENGIE project. That amount is approximately \$157,000 each year.



In order for the City to enter into the 2022 Lease, City Council will need to approve the lease documents and authorize City staff to sign the documents and take other necessary actions.

Once City staff have Council approval and authorization, staff expect to finalize and sign the legal documents and close the 2022 Lease before the end of April.

Discussion of Lease Documents:

Equipment Lease/Purchase Agreement: The Equipment Lease/Purchase Agreement (“ELPA”) outlines the terms governing the 2022 Lease. The ELPA also identifies the location of the energy

improvements (solar panels) and that the security for the 2022 Lease is a lien on the equipment. This lien will be in place until the 2022 Lease matures in April 2042, or is otherwise prepaid in accordance with the lease terms. The ELPA also contains the payment details, prepayment provisions, and other covenants of the City. A detailed payment schedule for the 2022 Lease can be found in Exhibit B.

Escrow and Account Control Agreement: The Escrow and Account Control Agreement (“Escrow Agreement”) is among BAPCC, the City of Corcoran, and Bank of America, N.A. (“BANA”, a different entity from BAPCC, though they are affiliated). The Escrow Agreement identifies the various covenants between the City and the BANA as the Escrow Agent. BANA will hold the proceeds of the 2022 Lease starting on the closing/funding day, and will distribute them to pay for ENGIE project costs as requested from time to time by the City.

Budget Impact:

The 2022 Lease has ascending debt service payments, with just over \$478,000 due in fiscal year 2022-23, ascending up to \$1.1 million due in fiscal year 2041-42. As mentioned earlier, this structure is to strategically achieve uniform net energy cost savings of \$157,000 per year over the next 20 years.

The costs associated with issuing the 2022 Lease will be paid out of the proceeds of the 2022 Lease (no direct budgetary impact).

Attachments:

Resolution No. 3125 Authorizing the Energy Equipment Lease w/ Exhibit A Good Faith Estimates
Attachment 1 - Equipment Lease/Purchase Agreement
Attachment 2 - Escrow and Account Control Agreement

RESOLUTION NO. 3125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORCORAN APPROVING AN EQUIPMENT
LEASE/PURCHASE AGREEMENT AND AN ESCROW AND
ACCOUNT CONTROL AGREEMENT AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH
RELATING TO THE FINANCING OF CERTAIN EQUIPMENT
FOR THE CITY**

WHEREAS, the City of Corcoran (the "City"), has determined that it is necessary and desirable to finance the acquisition of certain energy efficiency equipment for the benefit of the City (the "Project"); and

WHEREAS, in order to accomplish the financing of the Project, the City and Banc of America Public Capital Corp and/or an affiliate of BAPCC ("BAPCC") desire to enter into an Equipment Lease/Purchase Agreement, by and between the City and BAPCC (the "Lease"), a form of which has been presented to the City Council of the City (the "City Council") at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to the Lease, the City will grant to BAPCC a security interest in all of the equipment financed under the Lease and/or owned or to be acquired by the City (the "Equipment") in consideration for BAPCC financing such Equipment in an amount not to exceed \$10,900,000, and the City will lease the Equipment from BAPCC and pay certain rental payments in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran as follows:

Section 1. The City Council does hereby find and declare that the above recitals are true and correct. The City Council finds that it is in the best interest of the City to approve and enter into the Lease and related agreements.

Section 2. Pursuant to Government Code section 4217.10 *et seq.*, the City Council previously found that the anticipated cost to the City for thermal or electrical energy or conservation services provided by the Equipment under the Lease will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those energy service contracts ("Savings"). In connection therewith, the City Council hereby further finds that funds for the repayment of rental payments under the Lease are projected to be available from Savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services constituting the Equipment.

Section 3. The form of the Lease presented to this meeting and on file with the City Clerk is hereby approved; provided that the maximum principal amount of all rental payments pursuant to the Lease shall not exceed \$10,900,000 and the interest rate on the principal component of the rental payments shall not exceed 2.90% (except in the case of any increase due to a late payment, a default or an event of taxability). Each of the Mayor of the City, or such member of the City Council as the

Mayor may designate, the City Manager of the City, the Finance Director of the City and their authorized designees (collectively, the "Authorized Officers") is hereby authorized for and in the name of the City to execute the Lease in substantially the form on file with the City Clerk, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Special Counsel ("Special Counsel"), the City Attorney and the officers executing the same. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Lease by such Authorized Officers. Each of the Authorized Officers is hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Lease.

Section 4. The form of an Escrow and Account Control Agreement (the "Escrow Agreement") by and among BAPCC, the City and Bank of America, National Association, as escrow agent, presented to this meeting and on file with the City Clerk, is hereby approved. Each of the Authorized Officers is hereby authorized for and in the name of the City to execute the Escrow Agreement in substantially the form on file with the City Clerk, with such additions thereto and changes therein as are recommended or approved by Special Counsel, the City Attorney and the officers executing the same. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Escrow Agreement by such Authorized Officers. Each of the Authorized Officers is hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Escrow Agreement.

Section 5. Each of the Authorized Officers is hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the entry into of the Lease and the Escrow Agreement and otherwise effectuate the purposes of this Resolution.

Section 6. The City Council acknowledges that the good faith estimates required by Section 5821.1 of the California Government Code are attached hereto as Exhibit A and are available to the public at the meeting at which this Resolution is approved.

Section 7. All actions heretofore taken by the Authorized Officers with respect to the Lease and Escrow Agreement, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 8. This Resolution shall take effect from and after the date of approval and adoption hereof.

The City Clerk of the City of Corcoran shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of April 2022.

AYES:

NOES:

ABSTAIN:

PATRICIA NOLEN, MAYOR

ATTEST:

MARLENE SPAIN, CITY CLERK

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Lease in accordance with Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the City by NHA Advisors, the City's municipal advisor (the "Municipal Advisor").

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan, its good faith estimate of the aggregate principal amount of the Lease to be issued and sold is **\$10,869,000** (the "Estimated Principal Amount").

True Interest Cost of the Lease. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Lease, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Lease, is **2.81%**.

Finance Charge of the Lease. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Lease, which means the sum of all fees and charges paid to third parties (or costs associated with the Lease), is **\$85,976**.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease is issued and sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Lease, less the finance charge of the Lease, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Lease, is **\$10,783,024**.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease is sold, and based on the interest rate of the Lease, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay the Lease, plus the finance charge for the Lease, as described above, not paid with the proceeds of the Lease, calculated to the final maturity of the Lease, is **\$14,957,018**, which excludes any reserves or capitalized interest funded or paid with proceeds of the Lease (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on information available at the time of preparation of such estimates. The actual principal amount of the Lease issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Lease being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Lease issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Lease being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Lease being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of the Lease and the actual principal amount of Lease issued and sold will be determined by the City based on the timing of the need for proceeds of the Lease and other factors.

RESOLUTION NO. 3125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORCORAN APPROVING AN EQUIPMENT
LEASE/PURCHASE AGREEMENT AND AN ESCROW AND
ACCOUNT CONTROL AGREEMENT AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH
RELATING TO THE FINANCING OF CERTAIN EQUIPMENT
FOR THE CITY**

WHEREAS, the City of Corcoran (the "City"), has determined that it is necessary and desirable to finance the acquisition of certain energy efficiency equipment for the benefit of the City (the "Project"); and

WHEREAS, in order to accomplish the financing of the Project, the City and Banc of America Public Capital Corp and/or an affiliate of BAPCC ("BAPCC") desire to enter into an Equipment Lease/Purchase Agreement, by and between the City and BAPCC (the "Lease"), a form of which has been presented to the City Council of the City (the "City Council") at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to the Lease, the City will grant to BAPCC a security interest in all of the equipment financed under the Lease and/or owned or to be acquired by the City (the "Equipment") in consideration for BAPCC financing such Equipment in an amount not to exceed \$10,900,000, and the City will lease the Equipment from BAPCC and pay certain rental payments in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran as follows:

Section 1. The City Council does hereby find and declare that the above recitals are true and correct. The City Council finds that it is in the best interest of the City to approve and enter into the Lease and related agreements.

Section 2. Pursuant to Government Code section 4217.10 *et seq.*, the City Council previously found that the anticipated cost to the City for thermal or electrical energy or conservation services provided by the Equipment under the Lease will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those energy service contracts ("Savings"). In connection therewith, the City Council hereby further finds that funds for the repayment of rental payments under the Lease are projected to be available from Savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services constituting the Equipment.

Section 3. The form of the Lease presented to this meeting and on file with the City Clerk is hereby approved; provided that the maximum principal amount of all rental payments pursuant to the Lease shall not exceed \$10,900,000 and the interest rate on the principal component of the rental payments shall not exceed 2.90% (except in the case of any increase due to a late payment, a default or an event of taxability). Each of the Mayor of the City, or such member of the City Council as the

Mayor may designate, the City Manager of the City, the Finance Director of the City and their authorized designees (collectively, the "Authorized Officers") is hereby authorized for and in the name of the City to execute the Lease in substantially the form on file with the City Clerk, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Special Counsel ("Special Counsel"), the City Attorney and the officers executing the same. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Lease by such Authorized Officers. Each of the Authorized Officers is hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by the Lease.

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Section 5. Each of the Authorized Officers is hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the entry into of the Lease and the Escrow Agreement and otherwise effectuate the purposes of this Resolution.

Section 6. The City Council acknowledges that the good faith estimates required by Section 5821.1 of the California Government Code are attached hereto as Exhibit A and are available to the public at the meeting at which this Resolution is approved.

Section 7. All actions heretofore taken by the Authorized Officers with respect to the Lease and Escrow Agreement, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 8. This Resolution shall take effect from and after the date of approval and adoption hereof.

The City Clerk of the City of Corcoran shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of April 2022.

AYES:

NOES:

ABSTAIN:

PATRICIA NOLEN, MAYOR

ATTEST:

MARLENE SPAIN, CITY CLERK

EXHIBIT A
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Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Lease is sold, and based on the interest rate of the Lease, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay the Lease, plus the finance charge for the Lease, as described above, not paid with the proceeds of the Lease, calculated to the final maturity of the Lease, is **\$14,957,018**, which excludes any reserves or capitalized interest funded or paid with proceeds of the Lease (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only and are based on information available at the time of preparation of such estimates. The actual principal amount of the Lease issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Lease being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Lease issued and sold being different from the Estimated Principal Amount, (c) the actual amortization of the Lease being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Lease being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of the Lease and the actual principal amount of Lease issued and sold will be determined by the City based on the timing of the need for proceeds of the Lease and other factors.

ATTACHMENT 1

EQUIPMENT LEASE/PURCHASE AGREEMENT (ESCROW ACCOUNT)

This Equipment Lease/Purchase Agreement (this "*Agreement*") dated as of April 27, 2022, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, "*Lessor*"), and City of Corcoran, California, a city and municipal corporation existing under the laws of the State of California ("*Lessee*" or "*City*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and,

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means \$10,869,000. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

"*Acquisition Period*" means the period ending five (5) business days prior to _____.

"*Agreement*" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Contract Rate” means the rate identified as such in the Payment Schedule.

“Disbursement Request” means the disbursement request attached to the Escrow Agreement as Schedule 1 and made a part thereof.

“ENGIE Contract” means the Energy Services Contract dated as of March 22, 2022, between Lessee and ENGIE.

“ENGIE” means ENGIE Services U.S. Inc.

“Equipment” means the equipment, fixtures and other goods and property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

“Equipment Schedule” means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof.

“Escrow Account” means the account established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“Fixture Filing Properties” means all or any portion of the Real Property commonly known as:

- (a) City Hall located at 832 Whitley Avenue, Corcoran, California 93212;
- (b) the Corcoran Police Department located at 911 Hanna Avenue, Corcoran, California 93212;
- (c) the Corcoran City Swimming Pool at Corcoran Community Park located at [900 Dairy Avenue, Corcoran, California 93212];
- (d) [[Well 2A] located at [NW 7-21-23], Corcoran, California _____];
- (e) [[Well 11] located at [SE NE 12-21-22], Corcoran, California _____];
- (f) the City’s Water Treatment Plant located at 510 Orange Avenue, Corcoran, California 93212;
- (g) the City’s Wastewater Treatment Plant located at 895 Pueblo Avenue, Corcoran, California 93212; and
- (h) the City’s [[Wastewater Treatment Ponds] located at [SE SW 25-21-22] Corcoran, California _____].

“Lease Term” means the Original Term and all Renewal Terms.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement pursuant to Section 11.01 hereof, including the right, title and interest of Lessor in and to the Equipment, the Rental Payments and other amounts due hereunder, the Escrow Agreement and Escrow Account and other Collateral, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“Lien” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“Material Adverse Change” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.

"Non-Fixture Filing Properties" means all or any portion of the Real Property other than the Fixture Filing Properties.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof.

"Permitted Encumbrances" means, as of any time, with respect to the real estate in, on or to which any Equipment is or will be located: (a) this Agreement and Lessor's security interest in the Collateral; (b) the interests in the Water System, if any, represented by 2012A Indenture and the 2016A Indenture; (c) any mortgage, lien or other encumbrance or sale/leaseback or lease/leaseback arrangement that is recorded against or encumbers all or any portion of a Non-Fixture Filing Property; and (d) any Permitted Future Encumbrance.

"Permitted Future Encumbrance" means a mortgage, lien or other encumbrance or sale/leaseback or lease/leaseback arrangement that is recorded against or encumbers all or any portion of a Fixture Filing Property (each a *"Proposed Encumbrance"*), in each case, only if all conditions precedents set forth in Section 6.03(b) hereof are satisfied with respect to such Proposed Encumbrance.

"Prepayment Price" means the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means this Agreement, the Escrow Agreement and the Vendor Agreement, each as may be amended and supplemented.

"Renewal Terms" means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

"Rental Payments" means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal

component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*Scheduled Term*” means the Original Term and all scheduled Renewal Terms, with a final Renewal Term ending on April 1, 2042, as set forth in *Exhibit B* attached hereto.

“*SEC*” means the U.S. Securities and Exchange Commission.

“*Special Counsel*” means Stradling, Yocca, Carlson & Rauth, a Professional Corporation.

“*State*” means the State of California.

“*Taxable Rate*” means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*2012A Bonds*” means the City of Corcoran Water Revenue Refunding Bonds, Series 2012A.

“*2012A Indenture*” means that certain Indenture of Trust dated as of September 1, 2012, between the City and the 2012A Trustee, pursuant to which the 2012A Bonds were issued.

“*2012A Trustee*” means U.S. Bank Trust Company, National Association as successor trustee for the 2012A Bonds.

“*2016A Bond Insurer*” means Build America Mutual Assurance Company, or any successor thereto or assignee thereof, as bond insurer for the 2016A Bonds.

“*2016A Bonds*” means the City of Corcoran Water Revenue Refunding Bonds, Series 2016A.

“*2016A Indenture*” means that certain Indenture of Trust dated as of August 1, 2016, between the City and the 2016A Trustee, pursuant to which the 2016A Bonds were issued.

“*2016A Trustee*” means U.S. Bank Trust Company, National Association as successor trustee for the 2016A Bonds.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, ENGIE.

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment, and includes, without limitation, the ENGIE Contract.

“*Water System*” means the entire existing system of the City for the supply, storage, treatment and distribution of water within the service area of the City, including but not limited to all facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the City.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a city and municipal corporation of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements

(including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns. All financial statements and other information delivered to Lessor are correct as of the date thereof. Since June 30, 2021, no Material Adverse Change has occurred in the Lessee's financial condition that would adversely affect the Lessee's ability to perform its obligations hereunder.

(h) Lessee has an immediate and essential need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Scheduled Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. There is no public vote or referendum pending, proposed or concluded, the results of which could adversely affect Lessee's financial condition or impair its ability to perform its obligations under this Agreement or any Related Document. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under the Related Documents.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property other than Permitted Encumbrances.

In the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a "*Real Property Issue*"), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) Lessee represents to Lessor that that it has adopted a debt policy in compliance with SB 1029 and Section 8855 of the Government Code of California *et seq.* and covenants that it shall comply with Section 8855 of the Government Code of California *et seq.* as amended (the "*CDIAC Act*") throughout the Lease Term, including (i) preparing, submitting and filing the report of the proposed debt issuance relating to this Agreement by the method required by the California Debt and Investment Advisory Commission ("*CDIAC*"), (ii) preparing, submitting and filing the report of final sale (and accompanying documents) relating to this Agreement by the method required by CDIAC, (iii) submitting an annual report relating to the report of final sale for this Agreement by the method required by CDIAC, and (iv) paying all fees charged by CDIAC or the CDIAC Act relating to this Agreement, including, but not limited to the fee in an amount equal to one-fortieth of one percent of the Acquisition Amount or as otherwise prescribed by the CDIAC Act.

(n) As of the date of execution and delivery of this Agreement, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or *pari passu* with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of this Agreement.

(o) The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(vi), Section 6.01 and/or Section 6.02 hereof are true, accurate and complete street addresses and legal descriptions of all the Fixture Filing Properties. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Lessor's interests in the Equipment or any of the real property on which the Equipment is located or to be installed reflects any incorrect or incomplete real property legal description, equipment description or other information, Lessee shall take all steps necessary (with the

Lessor's prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor's interests in the Equipment.

(p) All financial statements and other information delivered to Lessor by the Lessee is correct as of the date thereof. Since June 30, 2021, no material adverse change has occurred in the Lessee's financial condition that would adversely affect the Lessee's ability to perform its obligations hereunder.

(q) Lessee will pay all Equipment Costs and costs of issuance in excess of the Acquisition Amount available therefor out of its own funds. Lessor shall not have any responsibility to pay amounts for any Equipment Costs or costs of issuance with respect to the Related Documents or the Equipment that individually or collectively exceed the Acquisition Amount.

(r) Lessee has complied with California Government Code Section 4217.10 *et seq.* and other applicable law pertaining to the authorization of this Agreement and the financing and acquisition by the Lessee of the Equipment.

(s) To the extent applicable, as determined by Lessee in its sole discretion, Lessee has complied with the requirements of California Government Code Section 5852.1 *et seq.* in connection with this Agreement and the Equipment.

(t) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and the Escrow Agent in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and the Escrow Agent; e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and the Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising

therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

(u) The Lessee represents, warranties and covenants that the addresses and legal descriptions provided for the Fixture Filing Properties are the true, correct and complete addresses and legal descriptions for each of City Hall, the Corcoran Police Department, the Corcoran City Swimming Pool, [Well 2A], [Well 11], the City's Water Treatment Plant, the City's Wastewater Treatment Plant and the City's [Wastewater Treatment Ponds].

(v) The Lessee represents, warranties and covenants that (A) Lessee is the fee owner of the Real Property; (B) neither the 2012A Indenture nor the 2016A Indenture prohibits the Lessee, at any time and from time to time, in its sole discretion and at its own expense, from installing or permitting to be installed, or removing, the Equipment or other personal property in or upon the Real Property; (C) the Equipment shall remain the sole property of the Lessee (subject only to Lessor's first priority security interest therein), and neither the 2012A Trustee, the 2016A Bond Insurer nor the 2016A Trustee shall have any interest therein; (D) nothing in the 2012A Indenture nor the 2016A Indenture prevents the Lessee from entering into this Agreement and granting Lessor a first priority security interest in the Equipment; and (E) upon the occurrence of an Event of Default or an Event of Non-appropriation, upon Lessor's request, Lessee shall enter onto said Real Property, physically detach, remove and return the Equipment to Lessor.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire and install the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Scheduled Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Scheduled Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation

to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) An Escrow Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Escrow Agent and a Vendor Agreement satisfactory to Lessor and executed by Lessee and the Vendor;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1*, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;

(iv) Opinions of Special Counsel and general counsel to Lessee, which in the aggregate opine on the matters set forth in the form attached hereto as *Exhibit D* and which are otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located and amendments and agreements releasing liens and encumbrances, if any, on the real property where the Equipment is and will be located;

(viii) Reserved;

(ix) A copy of the Form 8038-G, fully completed by Special Counsel as paid preparer and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, *provided however*, that no "Disbursement Request" pursuant to the Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Escrow Agent to be held and disbursed pursuant to the Escrow Agreement.

Section 3.05. Evidence of Filing Form 8038-G. As soon as it is available, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event

of Default hereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for this Agreement with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or under any Vendor Agreement.

Section 4.05. Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the Escrow Account shall not be used in a manner that will cause this Agreement to be classified

as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earliest of (i) the expiration of the Acquisition Period, (ii) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates at a price of 102% of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any prepayment pursuant to subsection (a) of this Section 4.07, Lessee shall pay the prepayment premium and interest portion of Rental Payments accrued to the prepayment date on such principal portion to be prepaid from funds legally available to Lessee for that purpose, but not from funds remaining in the Escrow Account pursuant to subsection (a) of this Section 4.07.

(c) Lessee will give Lessor notice of any such prepayment in accordance with this Section 4.07 not less than 60 days in advance of the prepayment date.

(d) In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Payment Schedule and deliver the same to the Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment. (a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to the Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee and its agents, delegates and designees shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) use, operate, protect, maintain, preserve, and keep the Equipment in good repair, condition, appearance and operating order, in the same condition as when received, ordinary wear and tear excepted; (b) use, operate, protect and maintain the Equipment (i) consistent with prudent industry practice (but in no event less than the extent to which Lessee maintains other similar equipment in the prudent management of its assets and properties) and (ii) in compliance with all applicable insurance policies, laws, ordinances, rules, regulations and manufacturer's recommended maintenance and repair procedures; (c) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (d) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Scheduled Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, apparatus, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, replacements, rebuilds, parts, accessories, equipment, apparatus, and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, so long as Lessee is not in default under Article XII hereof and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at

all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, Liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, Liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lessor may reasonably request in order to protect Lessor's first priority security interest in the Collateral. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first Lien on (a) the Equipment, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, together with all the rents, issues, income, profits, proceeds and avails therefrom, (b) moneys and investments held from time to time in the Escrow Account, (c) all accounts, chattel paper, deposit accounts, documents, instruments, general intangibles and investment property (including any securities accounts and security entitlements relating thereto) evidenced by or arising out of or otherwise relating to the foregoing collateral described in clauses (a) and (b) above, as such terms are defined in Article 9 of the California Commercial Code, and (d) any and all proceeds of any and all of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*"). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the California Commercial Code and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. (a) Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever except for Permitted Encumbrances on any of the real estate where the Equipment is or will be located or

enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor.

(b) Following the Commencement Date, the Lessee may encumber the Real Property or enter into an agreement to sell or assign or enter into any sale/leaseback or lease/leaseback arrangement of such real estate that is filed on the Real Property, in each case, *provided* that all costs and expenses incurred in connection with such Proposed Encumbrance shall be borne by the Lessee and, *provided further* that with respect to any Proposed Encumbrance on a Fixture Filing Property, the Lessee must first satisfy all of the following requirements which are hereby declared to be conditions precedent to any such Proposed Encumbrance becoming a Permitted Future Encumbrance:

(1) The Lessee covenants, agrees and shall ensure that the Lessee and Lessor will each have, at all times during the Scheduled Term and upon an Event of Default or an Event of Non-appropriation, the right to enter onto the Fixture Filing Property for the purposes of inspecting, repairing or repossessing the Equipment and/or exercising remedies under this Agreement on behalf of Lessor, including, without limitation, the right to physically detach and remove the Equipment from all or any portion of the Fixture Filing Property and return the same to Lessor.

(2) A valid first priority fixture filing in favor of Lessor as secured party with respect to the Equipment shall first have been filed against the Fixture Filing Property.

(3) The Lessee executes, and causes the other relevant parties thereto to execute, and Lessee records against the Fixture Filing Property, an acknowledgement and disclaimer of interests for the benefit of Lessor in the form set forth as Exhibit G hereto, with such reasonably requested revisions as first approved in writing by the Lessor (which approval shall not be unreasonably withheld).

(4) The Lessee provides Lessor with satisfactory evidence that all Collateral hereunder is excluded from the grant, pledge, mortgage, lien, leasehold interest, security interest, charge or other encumbrance granted by the Lessee in favor of the Proposed Encumbrance.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, Liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, transfer, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all utilities, sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other

charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessee shall not create, incur, assume, permit or suffer to exist Lien or encumbrance with respect to the Equipment that impairs Lessee's use of the Equipment or has an adverse effect on Lessor's rights, interests, security or remedies in and to the Equipment or under this Agreement. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such Lien or encumbrance, if the same shall arise at any time. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment. Lessee shall pay the fee charged by the California Debt and Investment Advisory Commission with respect to this Agreement pursuant to Section 8856 (or any successor provision) of the California Government Code.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest

extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond (“*Surety Bond*”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor’s obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee’s obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if

then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(a)(ii) hereof.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, Liens, security interests and encumbrances, excepting only those Liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(a)(ii) hereof.

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and

Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement and so long as no Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the Payment Schedule, upon not less than forty-five (45) days prior written notice, and upon payment in full of the sum of all Rental Payments then due *plus* the then applicable Prepayment Price, which shall include a prepayment premium on

the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable Prepayment Price *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Prepayment Price shown on the Payment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder.

(b) *Payment in Full.* Upon the expiration of the Scheduled Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

(c) After either (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with either Section 10.01(a)(i) or Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Scheduled Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(b) of this Agreement, Lessor's security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Collateral (collectively, the "*Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any

interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Escrow Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Lease Servicer") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee, identifies the new sole Lease Servicer, if applicable and a representation letter in substantially the form attached as *Exhibit J* attached hereto (the "Representation Letter"); *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer and no Representation Letter is required. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to Lease Servicer (for the benefit of the assignee or assignees, as the case may be) last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Collateral, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment, the Escrow Agreement, the Escrow Account or the other Collateral may be assigned, encumbered or

subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 2.01(v), 2.01(x), 6.01, 6.02, 6.03 or 9.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of \$500,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand,

and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10. Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

CITY OF CORCORAN, CALIFORNIA

11333 McCormick Road
Hunt Valley II
M/C MD5-031-06-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

832 Whitley Avenue
Corcoran, CA 93212
Attention: Greg Gatza, City Manager
Fax No.: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Seal)

ATTEST:

By: _____
Name: _____
Title: _____

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

LIST OF EXHIBITS

- EXHIBIT A — Form of Equipment Schedule
- EXHIBIT B — Form of Payment Schedule
- EXHIBIT C-1 — Form of Authorizing Resolution
- EXHIBIT C-2 — Form of Incumbency and Authorization Certificate
- EXHIBIT D — Form of Opinion of Lessee’s Counsel
- EXHIBIT E — Form of Final Acceptance Certificate
- EXHIBIT F — Form of Self-Insurance Certificate
- EXHIBIT G — Form of Acknowledgement and Disclaimer of Interests
- EXHIBIT H — Form of Notice and Acknowledgement of Assignment
- EXHIBIT I — Form of Escrow and Account Control Agreement
- EXHIBIT J — Form of Representation Letter

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment:

Equipment Description (Scope of Work):

EXHIBIT B

PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)
4/27/22				\$10,869,000.00	
10/1/22	\$ 130,651.42	\$ 130,651.42	\$ 0.00	10,869,000.00	\$11,086,380.00
4/1/23	347,709.45	152,709.45	195,000.00	10,674,000.00	10,887,480.00
10/1/23	149,969.70	149,969.70	0.00	10,674,000.00	10,887,480.00
4/1/24	317,881.70	149,969.70	167,912.00	10,506,088.00	10,716,209.76
10/1/24	147,610.54	147,610.54	0.00	10,506,088.00	10,716,209.76
4/1/25	348,478.54	147,610.54	200,868.00	10,305,220.00	10,511,324.40
10/1/25	144,788.34	144,788.34	0.00	10,305,220.00	10,511,324.40
4/1/26	380,845.34	144,788.34	236,057.00	10,069,163.00	10,270,546.26
10/1/26	141,471.74	141,471.74	0.00	10,069,163.00	10,270,546.26
4/1/27	396,318.74	141,471.74	254,847.00	9,814,316.00	10,010,602.32
10/1/27	137,891.14	137,891.14	0.00	9,814,316.00	10,010,602.32
4/1/28	432,234.14	137,891.14	294,343.00	9,519,973.00	9,710,372.46
10/1/28	133,755.62	133,755.62	0.00	9,519,973.00	9,710,372.46
4/1/29	470,198.62	133,755.62	336,443.00	9,183,530.00	9,367,200.60
10/1/29	129,028.60	129,028.60	0.00	9,183,530.00	9,367,200.60
4/1/30	510,314.60	129,028.60	381,286.00	8,802,244.00	8,978,288.88
10/1/30	123,671.53	123,671.53	0.00	8,802,244.00	8,978,288.88
4/1/31	552,695.53	123,671.53	429,024.00	8,373,220.00	8,540,684.40
10/1/31	117,643.74	117,643.74	0.00	8,373,220.00	8,540,684.40
4/1/32	597,455.74	117,643.74	479,812.00	7,893,408.00	8,051,276.16
10/1/32	110,902.38	110,902.38	0.00	7,893,408.00	8,051,276.16
4/1/33	644,715.38	110,902.38	533,813.00	7,359,595.00	7,506,786.90
10/1/33	103,402.31	103,402.31	0.00	7,359,595.00	7,506,786.90
4/1/34	694,603.31	103,402.31	591,201.00	6,768,394.00	6,903,761.88
10/1/34	95,095.94	95,095.94	0.00	6,768,394.00	6,903,761.88
4/1/35	747,252.94	95,095.94	652,157.00	6,116,237.00	6,238,561.74
10/1/35	85,933.13	85,933.13	0.00	6,116,237.00	6,238,561.74
4/1/36	802,803.13	85,933.13	716,870.00	5,399,367.00	5,507,354.34
10/1/36	75,861.11	75,861.11	0.00	5,399,367.00	5,507,354.34
4/1/37	861,402.11	75,861.11	785,541.00	4,613,826.00	4,706,102.52
10/1/37	64,824.26	64,824.26	0.00	4,613,826.00	4,706,102.52
4/1/38	837,823.26	64,824.26	772,999.00	3,840,827.00	3,917,643.54
10/1/38	53,963.62	53,963.62	0.00	3,840,827.00	3,917,643.54
4/1/39	897,517.62	53,963.62	843,554.00	2,997,273.00	3,057,218.46

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (including prepayment premium, if applicable)
10/1/39	42,111.69	42,111.69	0.00	2,997,273.00	3,057,218.46
4/1/40	960,438.69	42,111.69	918,327.00	2,078,946.00	2,120,524.92
10/1/40	29,209.19	29,209.19	0.00	2,078,946.00	2,120,524.92
4/1/41	1,026,744.19	29,209.19	997,535.00	1,081,411.00	1,103,039.22
10/1/41	15,193.82	15,193.82	0.00	1,081,411.00	1,103,039.22
4/1/42	<u>1,096,604.82</u>	<u>15,193.82</u>	<u>1,081,411.00</u>	-	-
TOTAL	<u>\$14,957,017.67</u>	<u>\$4,088,017.67</u>	<u>\$10,869,000.00</u>		

Contract Rate. The Contract Rate is 2.810% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is October 1, 2022.

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

CITY OF CORCORAN, CALIFORNIA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1

FORM OF AUTHORIZING RESOLUTION

See Item #3(a) in Transcript

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Corcoran, California ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of April 27, 2022 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of April 27, 2022 by and among Lessor, Lessee and Bank of America, N.A., as Escrow Agent, Energy Services Contract dated as of March 22, 2022, between Lessee and ENGIE, all documents related thereto and delivered in connection therewith (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: April 27, 2022

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

**FORM OF OPINION OF COUNSEL TO LESSEE
(TO BE TYPED ON LETTERHEAD OF COUNSEL)**

[Closing Date]

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
Dated as of April 27, 2022,
by and between Banc of America Public Capital Corp, as Lessor,
and the City of Corcoran, California, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Corcoran, California ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of April 27, 2022, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Escrow and Account Control Agreement dated as of April 27, 2022 by and among Lessor, Lessee, and Bank of America, N.A. as Escrow Agent (the "*Escrow Agreement*"), Energy Services Contract dated as of March 22, 2022, between Lessee and ENGIE (the "*ENGIE Contract*"), (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Escrow Agreement, the ENGIE Contract and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Escrow Agreement, ENGIE Contract and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a city, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by state and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest is not a specific item of tax preference for purposes of the federal alternative minimum tax.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
dated as of April 27, 2022,
by and between Banc of America Public Capital Corp, as Lessor,
and the City of Corcoran, California, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.
6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.
7. No Event of Non-appropriation has occurred or been threatened.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____ -

LESSEE:

CITY OF CORCORAN, CALIFORNIA

By: _____

Name: _____

Title: _____

(SEAL)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement,
 dated as of April 27, 2022, (the "Agreement")
 by and between Banc of America Public Capital Corp, as Lessor,
 and the City of Corcoran, California, as Lessee

In connection with the above-referenced Agreement, the City of Corcoran, California (the "Lessee") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]**

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. **[The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.]**

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. **[Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]**

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources:

_____. Amounts payable for claims from such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF CORCORAN, CALIFORNIA

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF ACKNOWLEDGEMENT AND DISCLAIMER OF INTERESTS

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

Banc of America Public Capital Corp (“*Assignor*”) hereby gives notice that it has assigned and sold to _____ (“*Assignee*”) all of Assignor’s right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of April 27, 2022 (the “*Agreement*”), by and between Assignor and the City of Corcoran, California (“*Lessee*”), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor’s right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of April 27, 2022 (the “*Escrow Agreement*”) by and among Lessee, Assignor and Bank of America, N.A., as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the “*Assigned Property*”). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to [Assignee][Loan Servicer] all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this “*Acknowledgement*”), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF CORCORAN, CALIFORNIA

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

See Item #4 in Transcript

EXHIBIT J

FORM OF REPRESENTATION LETTER

I, _____, of _____ (the "Assignee") do hereby certify for and on behalf of the Assignee as follows with respect to that certain \$ _____ Equipment Lease/Purchase Agreement, dated as of April 27, 2022 (the "Agreement") between Banc of America Public Capital Corp, as Lessor, and the City of Corcoran, California, as Lessee:

1. The Assignee is a Qualified Institutional Buyer as defined in Rule 144A promulgated under the Securities Act of 1933, as amended or an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended. The Assignee has such knowledge and experience in financial and business matters in general, and in transactions such as the financial arrangements contemplated by the Agreement in particular, that it is capable of evaluating and has evaluated the merits and risks of entering into the financial arrangements contemplated by the Agreement and the Assignee understands the risks of its purchase of the Agreement.

2. The Assignee has conducted its own investigation of the financial condition of the Lessee, the purpose for which the Agreement is being entered into and of the security for payment of the Rental Payments due under the Agreement, and has obtained such information regarding the Agreement and the Lessee and its operations, financial condition and financial prospects as the Assignee deems necessary to make an informed investment decision with respect to its purchase of the Agreement. The Assignee acknowledges that no official statement, offering memorandum or other disclosure document is being provided by the Lessee or Lessor in connection with the Agreement.

3. The Assignee is purchasing the Agreement for its own account and without a present intention to sell any portion thereof to any other person, *provided* that the Assignee retains the right at any time to dispose of the Agreement or any interest therein as it may determine to be in its best interests, *provided further* that any subsequent resale shall be made only in accordance with the restrictions on transferability and resale set forth in Section 11.01 of the terms of the Agreement.

4. The Assignee acknowledges and agrees that the obligation of the Lessee to pay Rental Payments under the Agreement shall constitute a current expense of the Lessee and shall not in any way be construed to be a debt of the Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Lessee, nor shall anything contained in the Agreement constitute a pledge of the full faith and credit or taxing power of the Lessee.

5. Each of the Lessee, the Lessee's financial advisor and placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Agreement from its own financial, legal, tax and other advisors (and not from the Assignee

or its affiliates) to the extent that the Lessee, the Lessee's financial advisor [**or the placement agent**] desires, should or needs to obtain such advice. The Assignee expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to the Lessee, the Lessee's financial advisor or the placement agent or any other party, or the correctness of any legal interpretation made by counsel or counsels to any such entity or any other party with respect to such matters. The Assignee is not responsible for any the Lessee, the Lessee's and financial advisor or the placement agent or any other party's compliance or noncompliance with any applicable law.

Dated this _____ day of _____, 20__.

[ASSIGNEE]

By: _____
Name: _____
Title: _____

ATTACHMENT 2

ESCROW AND ACCOUNT CONTROL AGREEMENT

This Escrow and Account Control Agreement (this "*Agreement*"), dated as of April 27, 2022, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "*Lessor*"), City of Corcoran, California, a city and municipal corporation existing under the laws of the State of California (hereinafter referred to as "*Lessee*") and Bank of America, National Association, a national banking association organized under the laws of the United States of America (hereinafter referred to as "*Escrow Agent*").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of April 27, 2022 between Lessor and Lessee (hereinafter referred to as the "*Lease*"), covering the acquisition and lease of certain Equipment described therein (the "*Equipment*"). It is a requirement of the Lease that the Acquisition Amount (\$10,869,000) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Creation of Escrow Account.* (a) There is hereby created an escrow fund to be known as the "City of Corcoran, California Escrow Account" (the "*Escrow Account*") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. "*Business Day*" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in Chicago, Illinois, Corcoran, California or New York, New York. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for

ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California Government Code Sections 53600 *et seq.*¹

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached

¹ To be confirmed by bond counsel/Lessee's counsel.

hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, to the extent permitted by law, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the

Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

(l) In accordance with the recordkeeping requirements of the Federal Deposit Insurance Corporation, concurrent with the execution of this Agreement, Lessee shall deliver to the Escrow Agent a Certificate of Plenary Authority in the form of Exhibit B attached hereto.

2. *Acquisition and Installation of Equipment.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) *Authorized Escrow Account Disbursements.* It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Account shall be made unless and until Lessor has approved in writing such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a

Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1;
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale therefor or other evidence of title transfer, and release by Vendor of any security interest, therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor; and
3. The disbursement shall occur during the Acquisition Period.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. *Deposit to Escrow Account.* Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. *Excess Proceeds in Escrow Account.* Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earliest of (a) the expiration of the Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Final Acceptance Certificate or the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account or (c) a termination of the Escrow Account as provided in this Agreement, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. *Security Interest.* The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. *Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the California Commercial Code (the "*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a Lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any

action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. *Information Required Under USA PATRIOT ACT.* The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. *Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail *provided* that any formal notice be attached to an email message in PDF format and provided

further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-031-06-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Corcoran, California
832 Whitley Avenue
Corcoran, CA 93212
Attn: Greg Gatzka, City Manager
Fax: (559) 992-2775
Email: greg.gatzka@cityofcorcoran.com

If to Escrow Agent: Bank of America, National Association
Global Custody and Agency Services
540 W. Madison Street
Mail Code: IL4-540-21-03
Chicago, Illinois 60661
Attention: GCAS AMRS Escrow Client Services
Telephone: 312-992-9802
Fax: (312) 453-4443
Email: gcas_amrs_escrow_client_service@bofa.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations

thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or Federal court located in the State of California, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement. If the waiver of jury trial contained herein is unenforceable for any reason, then the parties hereto agree that the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of

business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld;

15. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“*PDF*”)). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in *PDF*) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP, as
Lessor

CITY OF CORCORAN, CALIFORNIA, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF AMERICA, NATIONAL ASSOCIATION, as
Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
TO THE ESCROW AND ACCOUNT CONTROL AGREEMENT
FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of April 27, 2022 by and between Banc of America Public Capital Corp, as Lessor, and the City of Corcoran, California, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of April 27, 2022 (the "Escrow and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Corcoran, California ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

DISBURSEMENT AMOUNTS:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address information is required. Payee Bank information only to be included for wire/EFT.>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	[<mobilization fee that is payable to the Vendor under the Vendor Agreement>]

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) Each obligation specified in the table herein titled as "Disbursement Amounts" (a) has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for (i) Equipment Costs relating to the Equipment identified above and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof) and (ii) the mobilization fee in the amount of \$ _____, which has been approved by Lessor, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee.

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice, and certification from Vendor as to title transfer and release by Vendor of any security interest with respect to such obligation and the related AIA forms.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other Liens or rights to Liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions (collectively, the "Payee Information"), is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF CORCORAN, CALIFORNIA

By: _____

Name: _____

Title: _____

Dishbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name:

Title:

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1
FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Corcoran, California ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute, in writing or electronically, and deliver the Equipment Lease/Purchase Agreement dated as of April 27, 2022 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of April 27, 2022 by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: April 27, 2022

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of April 27, 2022 by and among Banc of America Public Capital Corp, as Lessor, the City of Corcoran, California, as Lessee and Bank of America, National Association, as Escrow Agent

Certificate of Authorized Representatives – [Lessor]

Name: Terri Preston
Title: Authorized Agent
Phone: 443-541-3642
Facsimile: 443-541-3057
E-mail: Terri.Preston@bofa.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Nancy Nusenko
Title: Authorized Agent
Phone: 443-541-3646
Facsimile: 443-541-3057
E-mail: Nancy.a.nusenko@bofa.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Nancy K. Hepner
Title: Authorized Agent
Phone: 443-541-3645
Facsimile: 804-553-2407
E-mail: Nancy.k.hepner@bofa.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Arlene Sobieck
Title: Authorized Agent
Phone: 443-541-3643
Facsimile: 443-541-3057
E-mail: Arlene.sobieck@bofa.com
Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____

Name:

Title:

Date: April 27, 2022

[AN "EXHIBIT B" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT B

FORM OF CERTIFICATE OF PLENARY AUTHORITY

The undersigned, a duly elected or appointed and acting City Clerk of City of Corcoran, California ("*Lessee*") certifies as follows:

A. In accordance with the laws that govern Lessee and its governing body, each person that (i) is either duly elected or an appointed official of Lessee and (ii) holds the following titles listed below (each, an "*Official Custodian*"), are the only persons that have plenary authority over funds of the Lessee.

TITLE

Dated: _____

By: _____

Name: _____

Title: _____

City of

CORCORAN

FINANCE DEPARTMENT

FOUNDED 1914

STAFF REPORT
ITEM #: 7 D

MEMORANDUM

TO: City Council

FROM: Greg Gatzka, City Manager
Soledad Ruiz-Nunez, Finance Director

DATE: April 5, 2022

MEETING DATE: April 12, 2022

SUBJECT: 3rd Quarter Budget Review for Fiscal Year 2022.

Summary:

Review the revenues and expenses for the period beginning July 1, 2021 through March 31, 2022.

Discussion:

The City budget was done with estimates and projections and during the third quarter budget review we are able to review if projections were correct.

Budget Impact:

None.

Attachments:

YTD revenues and expenses schedule.

**STAFF REPORT
ITEM #: 7-E****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: April 1, 2022****MEETING DATE: April 12, 2022****SUBJECT: Raymond Lerma Memorial Ad Hoc Committee Recommendation****Summary:**

The Raymond Lerma Memorial Ad Hoc Committee has been meeting since December 3, 2021, and is now ready to present their recommendation to the Council.

Recommendation:

Consider the Ad Hoc Committee Recommendation for a Raymond Lerma monument to be placed at Gateway Park and direct staff as appropriate.

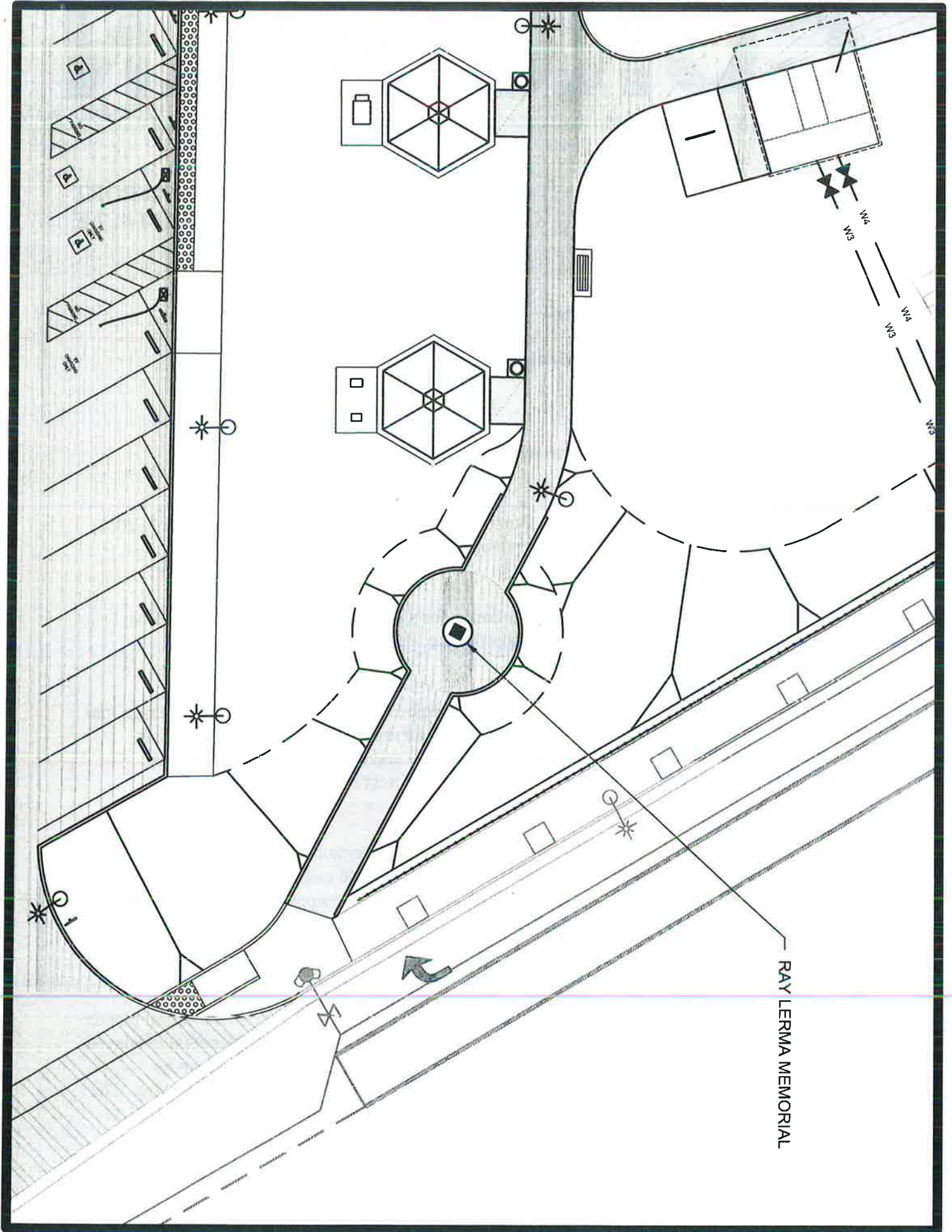
Budget impact:

The majority of the monument foundation expense can be covered by integrating the design into the planned Gateway Park walkway and covered by the Prop 68 grant. Additional custom monument pieces would need to be purchased separately and are estimated to not exceed \$20,000 and can be split over the current Fiscal Year and next Fiscal Year 2022-2023.

Background:

On October 7, 2021, the City Council formed the Raymond Lerma Memorial Ad Hoc Committee for the purpose of developing recommendations for honoring and memorializing former council member Raymond Lerma on a City property. The committee is composed of Maricela Lerma, Mary Gomez, Aldo Garcia, Jeanette Zamora-Bragg, and Joe Faulkner. The committee held their first meeting on December 3, 2021, and has been meeting on a regular basis since then.

The Ad Hoc Committee is now prepared to present their formal recommendation to the City Council for consideration. The recommendation proposes to incorporate a circular raised planter in the family area walkway of Gateway Park, and have a half bust statue and plaque(s) displayed below the bust. Our Public Works Director has indicated that the circular planter can be integrated into the park construction and a foundation made for the half bust and plaque(s). The proposed cost of the half bust sculpture is \$10,000 and will require several months to produce. The plaques can be produced with in one or two months. If the Council is in favor of this



RAY LERMA MEMORIAL







**STAFF REPORT
ITEM #: 7-F**

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: April 5, 2022

MEETING DATE: April 12, 2022

SUBJECT: RFP for Classification and Compensation Study

Summary:

A classification and compensation study is necessary to evaluate the City Staff positions for regional comparison and succession planning.

Recommendation:

Consider authorizing the release of a City Request For Proposals for a Classification and Compensation Study.

Budget impact:

The City Administration and the Finance Department have budgeted professional services funds that can be utilized for this study. Staff anticipates that the City may also experience cost savings as several jurisdictions within the San Joaquin Valley are also contracting with qualified firms for the same, and the City may benefit from those projects.

Background:

The previous compensation study was approved by the City Council on August 20, 2007, and was prepared by Public Sector Personnel Consultants. This study was completed and presented to the Council on April 7, 2008, and made numerous recommendations for classification and compensation adjustments to be considered in the Fiscal Year 2008-2009 Budget. Many of these recommendations were not fully implemented due to the downturn in the local economy resulting from the 2009 housing market crash. More than a decade later, there now exists considerable changes that local governments face with the increase in minimum wage, cost of living, local workforce shifts, loss of local government institutional knowledge, and increased competition for limited pools of locally qualified applicants. In order to adequately evaluate our City's compensation and benefits competitiveness a classification and compensation study needs to be updated with current conditions. As other local jurisdictions are faced with the same uncertainty, several are currently contracting with professional service providers to prepare

studies. This might be advantageous to our City as we may experience a cost savings from the consultant work already being performed in our region.

Attachment:

Request For Proposals for City of Corcoran Classification and Compensation Study.

REQUEST FOR PROPOSALS

FOR

**CITY OF CORCORAN
CLASSIFICATION AND COMPENSATION STUDY**



**City of Corcoran
City Administration
832 Whitley Ave.
Corcoran, CA 93212**

PROPOSALS DUE: April 29, 2022 by 5:00 PM

The City of Corcoran is requesting proposals from qualified firms who can assist the City by performing the following professional services:

City of Corcoran Classification and Compensation Study

1. INTRODUCTION

The City of Corcoran seeks proposals from qualified consulting firms (Consultant) experienced in the development of a classification and compensation study. The selected Consultant will assist the City in reviewing all City job descriptions and compensation, analyze the current jobs performed by employees, determine the correct market pay for each position, establish the market value of the employee benefits package, and provide a market analysis of the total compensation including salary and benefits. The consultant will be relied upon to make recommendations for adjustment to pay and benefits that may be needed.

City of Corcoran Departments include the City Administration, Finance, Public Works, Community Development, and Police. Currently, the City of Corcoran employs approximately 68 full-time benefited employees and approximately 7 part-time non-benefited employees. These positions are organized under three bargaining groups, and unrepresented management & confidential employees. The breakdown of classifications by representation group are as follows:

Group	Classifications
CLOCEA	6
Local 39	15
Teamsters 856	13
Unrepresented	11

Each position within the City has a specific job description outlining the details of the requirements for the position. Job descriptions can be found on the City of Corcoran website at www.cityofcorcoran.com.

2. BACKGROUND

The City of Corcoran is a general law City that incorporated in 1914 and currently serves a population of approximately 22,339. The City is one of four cities in the County of Kings located in the Central San Joaquin Valley. Corcoran covers approximately 1,391 square miles, and is nestled within a rural agricultural setting with large farming operations surrounding the city. The City is separated from nearby communities by at least a half hour drive, with the nearest community being Hanford that is located 24 miles to the north. Larger Cities like Fresno and Bakersfield are more than an hour away. The distance and separation from nearby communities does play a factor in the long term retention and recruitment of qualified employees, but Corcoran has been highly successful in developing and growing its own qualified staff from within the community. Within the City limits, there are also two State prisons located at the southern end, but tend to employ staff from outside the Corcoran area and is not considered a significant competitive factor for employment.

The City is organized as a Council/Manager form of local municipal government with five City Council Members elected at large. Council Member serve four year terms, and the Council selects the Mayor and Vice-Mayor from among their Members who serve two year terms. The Mayor and City Council provide community leadership, develop policies to guide the City in delivering services and achieving community goals, and encourage citizen understanding and involvement.

The last City Classification and Compensation Study was completed on April 1, 2008. However, over the past decade considerable changes have occurred in California related to minimum wage, cost of living, workforce career changes, loss of institutional knowledge in local government, and increased competition for limited pools of locally qualified applicants. An updated classification and compensation study of the City's positions is needed to assist the City in evaluating and maintaining a regionally competitive compensation package for the retention and future recruitment of a qualified and experienced City workforce.

2. SCOPE OF WORK

The Scope of Work is intended to present a general list of desirable components that typically go into a Classification and Compensation Study and is not limited to the criteria listed below:

A. Classification Study

Discuss classifications to be studied, the data collection process and employee communications strategies. Review class specifications, the number of employees in each class, vacant classifications, personnel rules, reclassification procedures, policies for revising classifications, and other data as needed. The following are requested components of the study:

1. Position Description Questionnaire, Collection and Review Process
2. Interviews with City Management, Supervisors and Employees
3. Classification Analysis – Appropriate Scope, Complexity of Work, Knowledge/Skills/Abilities Required, Supervision, FLSA Status, etc.

B. Compensation Study

Discuss and make recommendations to the City's compensation philosophy, approach, and structure. Review salary schedules, MOUs, survey agencies (or criteria to determine them), labor market policies, internal equity structure, and related documentation. The following are requested components of the study:

1. Review Appropriate Survey Agencies & Benchmark Classifications
2. Develop/Distribute a Salary Survey, Review Labor Market Survey Data, Develop Data Instrument for Analysis
3. Conduct External Market and Internal Equity Analysis; Prepare Draft Salary Recommendations
4. Prepare, Submit, Present Results of Compensation Report to City management and other parties as requested.

3. PROPOSAL SUBMITTAL REQUIREMENTS

Responses to the RFP should be submitted according to the instructions outlined herein. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity and conciseness are essential. Each proposal should include, at a minimum, the following items:

1. **Cover Letter** – Provide a concise cover letter signed by an authorized representative of the Consultant giving an overview of the Consultant's general ability to perform the scope of the services described in this RFP.
2. **General Information**
 - Name
 - Address
 - Website
 - Number of Years in Business
 - Primary & Secondary Contacts (Name, Address, Phone, Email of each)
3. **Statement of Experience and Qualifications**
 - Present the qualifications and experience of the proposed key staff and any support staff and subcontractors for the scope of work.
 - Provide a list of Classification and Compensation Studies your firm has conducted in the last five (5) years that are similar in nature to the scope of this scope of work. Five (5) or more years' experience is preferred in conducting Classification and Compensation studies for public or private sector organizations.
 - Provide examples of data collected and analyzed your firm has used in similar Classification and Compensation Studies.
 - Describe your firm's ability and approach for conducting both Classification and Compensation Studies, please note where the approach differs.
4. **Cost Proposal** – Provide your firm's estimated fee for providing the consultant's work. Provide a breakdown of your fee by task, identifying project team members, billing rates and estimated hours per task. Include hour and fee total by subtask and information of any other incidental cost, such as mileage, etc. Indicate the proposed compensation rate and structure for the described services. Provide the price of each component including optional services.
5. **References** – Provide three (3) recent references from public agencies in which the firm completed successful Classification and Compensation Studies for; include names, addresses, email addresses, and telephone numbers.
6. **Consulting Services Agreement** – A statement that the Consultant can meet the prerequisite insurance requirements.
7. **Other Information (Optional)** – Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

4. PROPOSAL SCHEDULE AND TIMELINE REQUIREMENTS

The City of Corcoran will rely upon the following schedule for this study:

EVENT	DATE
RFP Release Date	April 13, 2022
Proposal Due Date	May 6, 2022
Evaluation Period	May 9 – 13, 2022
Anticipated Contract Award	May 24, 2022
Anticipated Project Completion – Presentation to City Council	No later than February 14, 2023

A. QUESTIONS ON RFP

Any questions concerning the RFP should be submitted to greg.gatzka@cityofcorcoran.com no later than **4:00 p.m. on Thursday, May 4, 2022**.

B. SUBMITTALS

Proposals shall be addressed to the City Manager and sent to the address below or may be emailed no later than **4:00 PM on Friday, May 6, 2022** to greg.gatzka@cityofcorcoran.com. Proposals will not be accepted after the deadline. Consultants submitting proposals assume the risk of their selected method of delivery.

City of Corcoran
Attn: Greg Gatzka, City Manager
832 Whitley Avenue
Corcoran, CA 93212

Proposals must be sent with the subject line **“Proposal for Classification and Compensation Study.”** The proposal shall be signed or e-signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect. Costs incurred by consultants in preparing and submitting their proposals for consideration by the City shall not be reimbursed.

A. SELECTION PROCESS

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the consultant is awarded a contract.

Proposals will be evaluated based upon the following factors, but may not be limited to just these factors:

- 1) Presentation, completeness, clarity, organization, and conformance to the RFP content and format requirements.
- 2) Qualifications of the firm and the experts assigned, including education, experience, and professional expertise in this type of work.
- 3) Record of experience in conducting successful similar studies.
- 4) Client experience on similar studies.
- 5) Reasonableness of cost for services.

B. CONTRACTUAL ISSUES

A sample of the City Consultant Services Agreement is provided in Appendix A for the review of all proposing consultants. The successful consultant will be required to execute a Consultant Services Agreement with the City and meet the insurance requirements and the requirement for a Corcoran Business License therein. Please review carefully all sections and pay special attention to the indemnity portions of the contract. The City does not ordinarily allow modifications to the standard agreement when contracting for professional services.

APPENDIX A

SAMPLE Agreement for Consultant Services

CONSULTING SERVICES AGREEMENT BETWEEN

THE CITY OF CORCORAN AND [NAME OF DESIGN PROFESSIONAL CONSULTANT]

THIS AGREEMENT for consulting services is made by and between the City Of Corcoran ("City") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in

the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed \$. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types

and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$ **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$ **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for

each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided

to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County _____ or in the United States District Court for the _____ District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled

"Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, [[and]C[, and D]] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services
Exhibit B Payment Schedule
Exhibit [C or D] Expenses **[DELETE IF NOT APPLICABLE]**

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF CORCORAN

CONSULTANT

[NAME, TITLE]

[NAME, TITLE]

Attest:

[NAME], City Clerk

Approved as to Form:

[NAME], City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
COMPENSATION SCHEDULE

**STAFF REPORT
ITEM #: 7-G****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: April 5, 2022****MEETING DATE: April 12, 2022****SUBJECT: Amending Fiscal Year 2021-2022 Compensation and Benefit Plan****Summary:**

City Manager is recommending an amendment to the City's current fiscal year Compensation and Benefit Plan for Unrepresented Classifications.

Recommendation:

Consider approving Resolution No. 3126 to amend Resolution No. 3086 and make adjustments to Unrepresented Classification positions.

Budget impact:

This amendment would affect eleven positions that the City Manager believes were not fully considered in the previous 2021 negotiated adjustments. This action would result in a 2% salary scale increase for all Unrepresented Classifications. In addition, two positions have been identified as priorities for adjustment and include the Finance Director and Deputy Chief positions which are recommended for an additional 5%. The total combined increase for all eleven positions would result in an additional \$2,762 per month, and about \$6,900 for the remainder of this current fiscal year. These increases do not include the City Manager's position.

Background:

On June 22, 2021, this Council adopted Resolution No. 3086 that approved the City's Compensation and Benefits Plan for Fiscal Year 2021-2022. Unrepresented Classifications are represented by the City Manager for the purpose of negotiating compensation and benefits. During the preparation of this current year budget and compensation, the Unrepresented Classifications were faced with a transition of leadership in the City Manager position, and therefore may have not received the same level of consideration as other employee groups with representation. The previous City Manager departed in March of 2021, and an Interim City Manager was in place for three months following. The current City Manager started on June 21, 2021, and the City Budget and compensation package was approved on the second day of his

employment. Now after having had several months to sufficiently review and evaluate the past recommendations, the City Manager has identified Unrepresented Classifications as a group of positions that need further compensation consideration in order to be treated with fairness and equity in their representation. The City Manager is recommending a 2% compensation adjust to all Unrepresented Classification positions, and has also identified two key City positions that have been overlooked for past adjustment which include the Finance Director and Deputy Chief positions. These two positions are recommended for an additional 5% compensation adjustment. Together these adjustments will result in about a \$2,762 monthly increase in salary compensation, and about \$6,900 for the remainder of the current fiscal year.

The City of Corcoran is and continues to make significant improvements in overall City budget efficiency by reducing sizeable expenditures and working towards increased revenues. These efforts include reducing the City's CalPERS Unfunded Liability, electricity costs, and contractor expenses. The City is also projected to see about a 3.3% increase in sales tax. Given these measures, the City Manager is confident that this additional can be covered by the City's budget.

Attachment:

Resolution No. 3126 amending Resolution No. 3086 and the City's Compensation and Benefits Plan.

RESOLUTION NO. 3126

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
AMENDING THE COMPENSATION AND BENEFIT PLAN
FOR THE FISCAL YEAR 2021-22**

WHEREAS, the City Council of the City of Corcoran adopted Resolution No. 3086 at a regularly scheduled council meeting on June 22, 2021, that established the City employee compensation and benefits plan for the 2021-2022 Fiscal Year; and,

WHEREAS, the Fiscal Year 2021-2022 compensation and benefits plan became effective on the first pay period after July 1, 2021; and,

WHEREAS, the City Council hired a new City Manager who's first day of hire was June 21, 2021; and,

WHEREAS, the City Manager has reviewed and evaluated the factors taken into consideration prior to his hire date that went into developing Resolution No. 3086 and determined that additional adjustments are necessary and should have been considered for Unrepresented Classifications; and,

WHEREAS, the Public Works Superintendent position which was approved in the Fiscal Year 2021-2022 Budget as Utilities Supervisor has been renamed "Public Works Utilities Superintendent" and needs to be reflected in the City's compensation and benefit resolution; and,

WHEREAS, the City Manager has prepared and presented to the City Council the recommended changes to Unrepresented Classifications in Resolution No. 3086; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran, State of California, does hereby amend Resolution No. 3086 as it relates to Section II and III only and pertaining to Unrepresented Classifications as follows:

II. Effective the first full pay period after April 12, 2022, monthly compensation shall be as indicated for the following unrepresented classifications:

Hourly rate may be calculated by dividing the monthly salary by 173.33.

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Accountant	4,571	4,799	5,039	5,291	5,556	C,G,O,Q
Deputy City Clerk	3,953	4,150	4,358	4,576	4,804	C,G,O,Q
Executive Assistant (PD)	4,264	4,477	4,701	4,936	5,182	C,G,O,Q

III. Effective the first full pay period after April 12, 2022, monthly compensation shall be as indicated for the following management classifications:

Hourly rate may be calculated by dividing the monthly salary by 173.33.

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Asst to City Manager/City Clerk	5,557	5,835	6,127	6,433	6,755	C,G,O,Q
Communications/Records Mgr.	5,040	5,292	5,556	5,834	6,126	C,G,I,O,Q
Community Dev Director/Bld Official	9,050	9,503	9,978	10,477	11,001	C,G,O,Q
Finance Director	9,763	10,251	10,763	11,302	11,867	C,G,O,Q
Deputy Police Chief	8,356	8,773	9,212	9,673	10,156	C,G,I,O,Q
Police Chief	10,166	10,675	11,208	11,769	12,357	C,G,I,O,Q
Public Works Director	9,504	9,980	10,479	11,002	11,553	C,G,I,O,Q
Public Works Utilities Superintendent	5,835	6,127	6,434	6,755	7,093	C,G,I,O,Q

PASSED AND ADOPTED at a meeting of the City Council of the City of Corcoran duly called and held on the 12nd day of April 2022, by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss.
CITY OF CORCORAN)

I, Marlene Spain City Clerk of the City of Corcoran, do hereby certify that the foregoing Resolution was duly passed and adopted at a regular meeting of the Corcoran City Council called and held on April 12, 2022, by the vote as set forth therein.

DATED: April 12, 2022

STAFF REPORT

ITEM #: 7-H

MEMO

TO: Corcoran City Council

FROM: Greg Gatzka, City Manager

DATE: April 7, 2022

MEETING DATE: April 12, 2022

SUBJECT: Ordinance Amending Title 4 Chapter 2 for SB 1383 Compliance

Summary:

Ordinance changes to the City of Corcoran Municipal Code, Title 4, Chapter 2 Solid Waste to enact enforceable provisions for organic waste and edible food recovery as mandated by Senate Bill 1383.

Recommendation:

Consider approving Resolution No. 3127 to conduct the second reading and adoption of Ordinance No. 641 that will amend in its entirety Title 4, Chapter 2 of the City's Municipal Code.

Budget impact:

None with this action. Implementation effort costs will be determined over the next Fiscal Year and taken into consideration in future budget considerations. It is anticipated that SB 1383 Local Assistance Grant funds will help cover the initial City costs related to SB 1383 implementation efforts through 2023. Full enforcement provisions for SB 1383 take effect January 1, 2024.

Background:

Senate Bill 1383 signed by the Governor on September 19, 2016, established methane emissions reduction targets Statewide to reduce emissions from short lived climate pollutants. The focus of this legislation is on organic waste reduction efforts to divert this type of material from solid waste streams and disposal in landfills. The California Department of Resources Recycling and Recovery (CalRecycle) is responsible for establishing SB1383 related regulations in 2020. Cities and Counties are then required to adopt SB 1383 related enforceable ordinances or other measures by January 1, 2022. Most cities and counties are not in compliance with this requirement. The State in offering SB 1383 Local Assistance Grants has allowed jurisdictions up to April 1, 2022, to demonstrate they are in compliance. The City Council previously considered adoption of an Urgency Ordinance for SB 1383 requirements, but our City needs to

adopt a regular ordinance for enforceable measures that is not limited to temporary time frames enactment. Our contracted waste hauler Tule Trash is also already making progress for SB 1383 compliance.

On February 1, 2022, our City applied for the SB 1383 grant and likely to be the only jurisdiction in Kings County to be in compliance and eligible for first round funding through this grant. If other jurisdictions do not come into compliance, Corcoran will likely be eligible to apply for unused SB 1383 grant funds allocated to other jurisdictions.

The attached ordinance will amend in its entirety Title 4, Chapter 2 of the City Municipal Code related to solid waste and integrate SB 1383 requirements. This ordinance has been reviewed by our City Attorney, Public Works Director, and contracted waste hauler. If adopted, this ordinance will take effect 30 days after the date of adoption.

Attachments:

Corcoran City Council Resolution No. 3127

Ordinance No. 641 amending Title 4, Chapter 2 in its entirety

**BEFORE THE CITY COUNCIL OF THE
CITY OF CORCORAN**

IN THE MATTER OF:

Adoption of Ordinance No. 641
implementing requirements for handling
of organic waste and edible foods.

RESOLUTION No. 3127

WHEREAS, the City Council of the City of Corcoran (“City”) has considered the report(s) from City staff and all public comment(s), if any, on the need to enact an ordinance in accordance with California Senate Bill 1383 (“**SB-1383**”), the Short-lived Climate Pollutant Reduction Act of 2016;

WHEREAS, on March 22, 2022, the City Council enacted urgency Ordinance No. 640, containing regulations for handling of organic waste and edible foods within the City of Corcoran;

WHEREAS, the City Council has determined that it is necessary to protect the public health, welfare and safety of residents of the City, by enacting the provisions of the aforementioned urgency ordinance as continuing regulatory requirements for the handling of organic waste and edible foods;

WHEREAS, on March 22, 2022, the City Council also introduced and waived the first reading of non-urgency Ordinance No. 641, which contains continuing regulatory requirements, substantially identical to those of Ordinance No. 640, for the handling of organic waste and edible foods; and

WHEREAS, the City Council now desires to proceed with the process of enacting Ordinance No. 641, by proceeding with a second reading/waiver of the same, and enactment of said ordinance.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON April __, 2022, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____
MARLENE SPAIN, City Clerk
CITY OF CORCORAN

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;
2. Waived the second reading of Ordinance 641;
3. Enacted Ordinance No. 641; and
4. Repealed urgency Ordinance No. 640, effective as of the effective date of Ordinance No. 641 enacted by this resolution; and
5. Authorized the City Manager and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

**STAFF REPORT
ITEM #: 7-G****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: April 5, 2022****MEETING DATE: April 12, 2022****SUBJECT: Amending Fiscal Year 2021-2022 Compensation and Benefit Plan****Summary:**

City Manager is recommending an amendment to the City's current fiscal year Compensation and Benefit Plan for Unrepresented Classifications.

Recommendation:

Consider approving Resolution No. 3126 to amend Resolution No. 3086 and make adjustments to Unrepresented Classification positions.

Budget impact:

This amendment would affect eleven positions that the City Manager believes were not fully considered in the previous 2021 negotiated adjustments. This action would result in a 2% salary scale increase for all Unrepresented Classifications. In addition, two positions have been identified as priorities for adjustment and include the Finance Director and Deputy Chief positions which are recommended for an additional 5%. The total combined increase for all eleven positions would result in an additional \$2,762 per month, and about \$6,900 for the remainder of this current fiscal year. These increases do not include the City Manager's position.

Background:

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Attachment:

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AMENDING THE COMPENSATION AND BENEFIT PLAN
FOR THE FISCAL YEAR 2021-22**

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WHEREAS, the Fiscal Year 2021-2022 compensation and benefits plan became effective on the first pay period after July 1, 2021; and,

WHEREAS, the City Council hired a new City Manager who's first day of hire was June 21, 2021; and,

WHEREAS, the City Manager has reviewed and evaluated the factors taken into consideration prior to his hire date that went into developing Resolution No. 3086 and determined that additional adjustments are necessary and should have been considered for Unrepresented Classifications; and,

WHEREAS, the Public Works Superintendent position which was approved in the Fiscal Year 2021-2022 Budget as Utilities Supervisor has been renamed "Public Works Utilities Superintendent" and needs to be reflected in the City's compensation and benefit resolution; and,

WHEREAS, the City Manager has prepared and presented to the City Council the recommended changes to Unrepresented Classifications in Resolution No. 3086; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corcoran, State of California, does hereby amend Resolution No. 3086 as it relates to Section II and III only and pertaining to Unrepresented Classifications as follows:

II. Effective the first full pay period after April 12, 2022, monthly compensation shall be as indicated for the following unrepresented classifications:

Hourly rate may be calculated by dividing the monthly salary by 173.33.

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Accountant	4,571	4,799	5,039	5,291	5,556	C,G,O,Q
Deputy City Clerk	3,953	4,150	4,358	4,576	4,804	C,G,O,Q
Executive Assistant (PD)	4,264	4,477	4,701	4,936	5,182	C,G,O,Q

III. Effective the first full pay period after April 12, 2022, monthly compensation shall be as indicated for the following management classifications:

Hourly rate may be calculated by dividing the monthly salary by 173.33.

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
Asst to City Manager/City Clerk	5,557	5,835	6,127	6,433	6,755	C,G,O,Q
Communications/Records Mgr.	5,040	5,292	5,556	5,834	6,126	C,G,I,O,Q
Community Dev Director/Bld Official	9,050	9,503	9,978	10,477	11,001	C,G,O,Q
Finance Director	9,763	10,251	10,763	11,302	11,867	C,G,O,Q
Deputy Police Chief	8,356	8,773	9,212	9,673	10,156	C,G,I,O,Q
Police Chief	10,166	10,675	11,208	11,769	12,357	C,G,I,O,Q
Public Works Director	9,504	9,980	10,479	11,002	11,553	C,G,I,O,Q
Public Works Utilities Superintendent	5,835	6,127	6,434	6,755	7,093	C,G,I,O,Q

PASSED AND ADOPTED at a meeting of the City Council of the City of Corcoran duly called and held on the 12nd day of April 2022, by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

APPROVED: _____
Patricia Nolen, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss.
CITY OF CORCORAN)

I, Marlene Spain City Clerk of the City of Corcoran, do hereby certify that the foregoing Resolution was duly passed and adopted at a regular meeting of the Corcoran City Council called and held on April 12, 2022, by the vote as set forth therein.

DATED: April 12, 2022

City of

CORCORAN

Police Department

FOUNDED 1914

**STAFF REPORT
ITEM# 7-I**

TO: Corcoran City Council
FROM: Gary Cramer, Deputy Chief of Police
SUBJECT: An Ordinance of the City of Corcoran Enacting a Military Equipment Use Policy
For the Corcoran Police Department
DATE: April 6, 2022 **MEETING DATE:** April 12, 2022

RECOMMENDATION:

Council motion to waive the first reading of the ordinance and set for second reading and public hearing at the next regularly scheduled council meeting.

DISCUSSION:

California Assembly Bill 481, which was signed into law in 2021, requires local law enforcement agencies to obtain approval from their local governing body of a military equipment use policy by ordinance. Assembly Bill 481 provides a list of equipment that is deemed to be military equipment and specifies the equipment does not have to be obtained from the military in order to meet the definition of military equipment. The bill includes any equipment currently in use by a law enforcement agency and any equipment obtained in the future that would meet the description of the military equipment.

The Corcoran Police Department has minimal equipment that would meet the criteria for military equipment; however, we do have operators assigned to our Central Valley Regional SWAT team, which utilizes several pieces of equipment that meet the criteria. We have attached a proposed ordinance and policy, which meet the requirements of AB 481 and Government Code 7070, 7071 and 7072. It should be noted that all the equipment listed in the policy has been in use for quite some time. We are not requesting to use any new equipment.

Budget Impact:

There is no additional budget impact related to this equipment as we are not requesting any new equipment but rather complying with the new law related to equipment already possessed and in use.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CORCORAN ENACTING
A MILITARY EQUIPMENT USE POLICY FOR THE
CORCORAN POLICE DEPARTMENT.

THE CITY COUNCIL OF THE CITY OF CORCORAN DOES ORDAIN AS
FOLLOWS:

Section 1. PURPOSE. California Assembly Bill No. 481 (“**AB-481**”), requires local law enforcement agencies to obtain approval from their local governing body of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition or use of military equipment. This ordinance is intended satisfy the requirements of AB-481 with regard to the Corcoran Police Department (“**CPD**”).

Section 2. FINDINGS. The City Council (“**Council**”) of the City of Corcoran (the “**City**”) hereby finds and declares all of the following:

- (a) The military equipment which the subject of this ordinance is necessary because there is no reasonable alternative which can achieve the same objective of officer and civilian safety;
- (b) The military equipment use policy approved by this ordinance will safeguard the public’s welfare, safety, civil rights and civil liberties;
- (c) The purchasing of the equipment specified as to be acquired, if any, is reasonably cost effective compared to available alternatives which can achieve the same objective of officer and civilian safety;
- (d) The CPD’s prior military equipment use complied with all applicable use policies in effect at the time, if any, and to any extent that prior uses did not strictly comply with applicable policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

- (e) The military equipment use policy approved by this ordinance was available on the CPD's Internet website at least thirty (30) days prior to the date this ordinance was approved.

Section 3. ADOPTION OF POLICY. The provisions, terms and requirements of CPD Policy 709, titled Military Equipment, attached hereto as **ATTACHMENT A**, are hereby incorporated into this ordinance as if fully set forth verbatim, and are hereby approved by the Council as the CPD's military equipment use policy. This ordinance shall be reviewed at least once each calendar year at a regular meeting and vote on whether to renew the ordinance.

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Corcoran Municipal Code as amended by this ordinance are substantially the same as provisions in the Corcoran Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 8. EFFECTIVE DATE; AND PUBLICATION. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this full ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in _____ The Corcoran Journal, a newspaper printed and published in the City of Corcoran, State of California, together with the names of the Council members voting for and against the same.

THE FOREGOING ORDINANCE was passed, enacted and adopted by the City Council of the City of Corcoran, State of California, on _____, 2022 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

PATRICIA NOLEN, Mayor
CITY OF CORCORAN

ATTEST: _____

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Corcoran Police Department

Corcoran PD Policy Manual

Military Equipment

709.2 POLICY

It is the policy of the Corcoran Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Corcoran Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

1. DJI Mavic Air Unmanned Aerial Vehicle
2. DJI Matrice Unmanned Aerial Vehicle
3. Autel Robotics EVO II Unmanned Aerial Vehicle
4. Recon Robotics Recon Scout XT Remote Camera
5. Robot obtained through DRMO (Currently non operational)
6. Navistar (US Government) Mine Resistant Ambush Protected (MRAP)

Corcoran Police Department

Corcoran PD Policy Manual

Military Equipment

7. Supreme Corporation Armored Rescue Vehicle

8. Freightliner RV Command and Control Vehicle

9. Remington 12 Gauge Shotgun utilizing Super Shock Beanbag Rounds and specialized Royal Arms 420 grain copper frangible barricade breaching rounds

10.CTS Diversionary Devices (Flashbangs)

10.Defense Thecnology 40MM Projectile Launcher utilizing specialized munitions including Ferret, Fleameless Tri-Chamber and Spede Heat Rounds

See attachment: APPENDIX A Military Equipment Use Policy.pdf

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Corcoran Police Department

Corcoran PD Policy Manual

Military Equipment

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

APPENDIX A Military Equipment Use Policy.pdf

APENDIX A

CORCORAN POLICE DEPARTMENT
 Military Equipment Use Policy
 Government Code § 7070(d)

Equipment Type & Manufacturer's Description	Quantity	Purpose	Other
I. Aircraft: Air Unmanned Aerial Vehicle -DJI Mavic Air -DJI Matrice -Autel Robotics EVO II	1 1	<p>Purpose: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:</p> <ul style="list-style-type: none"> I. Major crime investigations II. Search for missing persons III. Natural disaster management IV. Crime scene photography V. SWAT, tactical or other public safety and life preservation missions VI. In response to specific requests from local, state, and federal authorities for fire response and/or prevention VII. At the request of another city department to assist with a legitimate City aerial photography need. VIII. Search and/or rescue 	<ul style="list-style-type: none"> • Expected Lifespan: 5-7 years • Est. Annual Maintenance Cost: \$200.00 • Legal/Procedural Rules for Use: Use is established under FAA regulation 14 CFR Part 107 and the Corcoran Police Department Policy. It is our policy that UAS equipment is to be used for official purposes and in a manner that respects the privacy of our community, pursuant to state and federal law. • Required Training to Use: Users must possess a FAA Part 107 license and/or must receive department training pursuant to and in accordance with the departments COA (Certificate of Authorization) • Compliance: CPD shall monitor use and training by its officers.

		<p>operations.</p> <p>IX. Public presentations with department approval.</p> <p>Capabilities: DJI Mavic Air 30-minute flight time, record video/audio DJI Matrice 55-minute flight time, record video</p> <p>Authorized Uses: Only assigned operators who have completed and receive regular quarterly training on its use and possess a certification of waiver and authorization through the FFA</p>	
<p>2.</p> <p>Robots: -Recon Scout XT -Robot obtained through DRMO (Non-Operational)</p>	<p>1 1</p>	<p>Purpose: To be used to gain visual and audio data.</p> <p>I. Major crime investigations</p> <p>II. Search for persons</p> <p>III. Natural disaster management</p> <p>IV. SWAT, tactical or other public safety and life preservation missions</p> <p>V. In response to specific requests from local, state and federal authorities</p> <p>VI. Search and/or rescue operations.</p>	<ul style="list-style-type: none"> • Expected Lifespan: 10 Years • Est. Annual Maintenance Cost: \$300.00 • Legal/Procedural Rules for Use: It is our policy that all robot equipment is to be used for official purposes and in a manner that respects the privacy of our community, pursuant to state and federal law. • Required Training to Use: All operators are required to received training regarding our policy and authorized use. • Compliance: CPD shall monitor use and training by its officers.

			<p>VII. Public presentations with department approval.</p> <p>Capabilities: 30-yard range, hand-held, throwable, relays video/audio</p> <p>Authorized Uses: Only assigned operators who have received training on its use and policy.</p>	
<p>3.</p>	<p>Armored Vehicle: Mine Resistant Ambush Protected (MRAP) Vehicle</p>	<p>1</p>	<p>Purpose: To be used to respond to and transport officers to critical incidents and to enhance office- and community safety. To improve scene containment, stabilization, and assist in resolving critical incidents. The types of incidents these vehicles respond to are:</p> <ul style="list-style-type: none"> I. High Risk Search Warrants involving SWAT operations. II. High Risk Search for persons III. Natural disaster management IV. SWAT, tactical or other public safety and life preservation missions V. In response to specific requests from local, state and federal authorities VI. Search and/or rescue 	<ul style="list-style-type: none"> • Expected Lifespan: 25 years • Est. Annual Maintenance Cost: \$5,000.00 • Legal/Procedural Rules for Use: It is our policy that all armored vehicles are to be used for official purposes pursuant to state and federal law. • Required Training to Use: All drivers/operators shall attend formalized department or other approved training in the vehicle's operation, capabilities, and practical driving instruction. • Compliance: CPD shall monitor use and training by its officers.

			<p>operations.</p> <p>VII. Approved equipment requests from an outside jurisdiction related to high-risk operations</p> <p>VIII. Public relations events such as National Night Out and other community events for people to see and understand it's use.</p> <p>Capabilities: Capable of stopping a wide variety of projectiles beyond what a vest or shield is capable of.</p> <p>Authorized Uses: The use of the armored vehicles is only authorized by the Chief of Police or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall only be used for deployment by officers trained in their use by the department.</p>	
4.	Armored Vehicle: Armored Rescue Vehicle (ARV)	1	<p>Purpose: To be used to respond to and transport officers to critical incidents and to enhance officer and community safety. To improve scene containment, stabilization, and assist in resolving critical incidents. The types of incidents these vehicles</p>	<ul style="list-style-type: none"> • Expected Lifespan: 25 years • Est. Annual Maintenance Cost: \$15,000.00 • Legal/Procedural Rules for Use: It is our policy that all armored vehicles are to be used for official purposes pursuant to state and federal law. • Required Training to Use: All drivers/operators shall attend formalized department or other approved training in the vehicle's operation, capabilities, and practical driving instruction.

respond to are:

- IX. High Risk Search Warrants involving SWAT operations.
- X. High Risk Search for persons
- XI. Natural disaster management
- XII. SWAT, tactical or other public safety and life preservation missions
- XIII. In response to specific requests from local, state and federal authorities
- XIV. Search and/or rescue operations.
- XV. Approved equipment requests from an outside jurisdiction related to high-risk operations
- XVI. Public relations events such as National Night Out and other community events for people to see and understand it's use.

Capabilities: Capable of stopping a wide variety of projectiles beyond what a vest or shield is capable of.

Authorized Uses: The use of the armored vehicles is only authorized by the Chief of Police or SWAT commander, based on the specific

• Compliance: CPD shall monitor use and training by its officers.

	<p>circumstances of a given critical incident. Armored vehicles shall only be used for deployment by officers trained in their use by the department.</p>		
<p>5.</p> <p>Incident Command Vehicle: Freightliner Chassis (Custom Built) vehicle. Mobile Incident Command Vehicle (MIC)</p>	<p>1</p>	<p>Purpose: To be used as the incident command vehicle in specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.</p> <p>Capabilities: The MIC is used for SWAT/CNT and other critical incidents, preplanned large events, natural disasters, and community events.</p> <p>Authorized Uses: Only officers trained in the deployment and operation of the MIC consistent with department policy. Situations in which the MIC is authorized for use would include but not be limited to critical incidents, emergencies, natural disasters, and community events.</p>	<ul style="list-style-type: none"> • Expected Lifespan: 25 years for the vehicle and 10 years for the IT equipment within the vehicle. • Est. Annual Maintenance Cost: \$5,000.00 • Legal/Procedural Rules for Use: It is our policy that the MIC is for official law enforcement purposes and is to be used consistent with department orders and state law regarding the operation of vehicles. • Required Training to Use: The driver/operator shall receive training from a current driver/operator on its safe use and deployment. The driver/operator shall maintain a driver's license endorsement consistent with the use of this vehicle. • Compliance: CPD shall monitor use and training by its officers.
<p>6.</p> <p>Firearm: Remington 870 12-Gauge Shotgun utilizing Super Sock Beanbag</p>	<p>10 (2 are</p>	<p>Purpose: To limit the escalation of a conflict where employment of lethal force is prohibited or</p>	<ul style="list-style-type: none"> • Expected Lifespan: No expiration • Est. Annual Maintenance Cost: \$2,000 for Super Sock rounds and \$200.00 for Frangible munitions.

	<p>rounds and specialized Royal Arms 420 grain Copper Frangible Munitions</p>	<p>stockless for use as breacher)</p>	<p>undesirable. Breaching ammunition may be used to breach entry obstacles.</p> <p>Capabilities: Used to deploy Super Sock Beanbag rounds up to an effective distance of 75 feet. The range of the weapon system helps to maintain space between the officers and a suspect reducing the immediacy of the threat and possibly preventing the deployment of lethal force options. The frangible munitions are capable of defeating fortified locations.</p> <p>Authorized Uses: Only assigned operators who have received training on its use and policy.</p>	<ul style="list-style-type: none"> • Legal/Procedural Rules for Use: It is our policy that all less lethal and breaching shotguns are to be used for official law enforcement purposes and pursuant to state and federal law. • Required Training to Use: Breaching operators must complete an approved training course for this specialized tool. They must also train at least twice per year on its operations. The less lethal shotgun rounds shall only be used by sworn personnel who have received annual training from the department. The training shall include a review of policy and a live course of fire. • Compliance: CPD shall monitor use and training by its officers.
<p>7.</p>	<p>Flashbangs: Combined Tactical Systems (CTS) 7290 Flashbang Diversionary Device</p>	<p>55</p>	<p>Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce an atmospheric overpressure and brilliant white light and as a result, can cause short term (6-8 Seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.</p> <p>Capabilities: The 7290 Flash-Bang emits an output of 175db and produces</p>	<ul style="list-style-type: none"> • Expected Lifespan: Until used • Est. Annual Maintenance Cost: \$1,500 (30 purchased annually) • Legal/Procedural Rules for Use: It is our policy that all distraction devices are for official law enforcement purposes and dare used consistent with department orders and state and federal law. • Required Training to Use: Officers must attend a diversionary device training conducted by POST certified instructors prior to use. • Compliance: CPD shall monitor use and training by its officers.

			<p>6-8 million candles of light.</p> <p>Authorized Uses: Situations for use of the less lethal weapons system may include, but are not limited to:</p> <ul style="list-style-type: none"> I. By officers who have been trained in their proper use. II. High risk search warrants involving SWAT operations. III. In hostage and barricaded subject situations. IV. To obtain a tactical advantage in a high-risk situation where there may be extreme hazards to the officers. V. During training exercises. 	
8.	<p>Projectile Launcher: 40MM Projectile Launcher and specialized munitions including Ferret, Flameless Tri-Chamber and Spede Heat Rounds</p>	4	<p>Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or to attempt to prevent the escalation of a situation to the point of using lethal force.</p> <p>Capabilities: The 40MM Tactical launcher is a single shot launcher and features an expandable stock and a front grip it will fire standard 40MM rounds up to 4.8 inches in length up to 131 feet.</p> <p>Authorized Uses: Situations for use of</p>	<ul style="list-style-type: none"> • Expected Lifespan: No expected lifespan on the launchers. The 40MM rounds have a 5 year life span. • Est. Annual Maintenance Cost: \$1,500 (50 rounds purchased per year) • Legal/Procedural Rules for Use: It is our policy that all 40MM chemical, impact and gas rounds are for official law enforcement purposes and are used consistent with department orders and state and federal law. • Required Training to Use: Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by department less lethal and chemical agent instructors. All chemical agent deployments are to be reviewed by chemical agent

			<p>the less lethal weapons system may include, but are not limited to:</p> <ul style="list-style-type: none"> I. High Risk Search Warrants involving SWAT operations. II. High Risk Search for persons III. In response to specific requests from local, state, and federal authorities IV. Approved equipment requests from an outside jurisdiction related to high-risk operations V. Self-destructive, dangerous and/or combative individuals VI. Riot/Crowd control and civil unrest incidents. VII. To obtain a tactical advantage. VIII. Potentially vicious animals. IX. Training exercises or approved demonstrations 	<p>instructors who have been to a 40-hour POST training course on chemical agent use and deployment.</p> <ul style="list-style-type: none"> • Compliance: CPD shall monitor use and training by its officers.
9.	<p>Rifles: AR-15's of various makes, including some with short barrels. (.223 Caliber)</p> <p>Sig Sauer SIG716 DMR Ar-10 (.308 Caliber)</p>	<p>85 (Approximately)</p> <p>4</p>	<p>Purpose: To be used as a precision weapon to address a threat with more precision and/or distances than a handgun.</p> <p>Capabilities: The range of the weapon system helps to maintain space between the officers and a suspect reducing the immediacy of the threat</p>	<ul style="list-style-type: none"> • Expected Lifespan: No specified lifespan • Est. Annual Maintenance Cost: \$25,000 (Ammunition cost) • Legal/Procedural Rules for Use: Use is established by the Corcoran Police Department policy. The rifles may only be used for official law enforcement purposes pursuant to state and federal law. • Required Training to Use: Prior to use of the rifle, officers must receive department training and/or mandated POST training. All officers must qualify twice per year with a department rangemaster administering an authorized course of fire.

	<p>and possibly preventing the deployment of lethal force options. The .308 caliber rifles are only utilized by SWAT sniper team members and are primarily utilized in an overwatch capacity to protect the community and SWAT team members during critical incidents.</p> <p>Authorized Uses: Only members that have received department and/or mandated POST training are authorized to use a rifle. Members may only utilize their rifles in accordance with departmental policy and state and federal law.</p>	<ul style="list-style-type: none"> • Compliance: CPD shall monitor use and training by its officers.
10.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
11.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
12.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use:

				<ul style="list-style-type: none"> • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
13.			<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
14.			<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
15.			<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.

Unless a separate written procedure is adopted, the CPD will utilize the process now in place under Penal Code § 832.5 for members of the public to register complaints or concerns or submit questions under Government Code § 7070(d)(7).

City of

CORCORAN

Police Department

FOUNDED 1914

**STAFF REPORT
ITEM# 7-I**

TO: Corcoran City Council
FROM: Gary Cramer, Deputy Chief of Police
SUBJECT: An Ordinance of the City of Corcoran Enacting a Military Equipment Use Policy
For the Corcoran Police Department
DATE: April 6, 2022 **MEETING DATE:** April 12, 2022

RECOMMENDATION:

Council motion to waive the first reading of the ordinance and set for second reading and public hearing at the next regularly scheduled council meeting.

DISCUSSION:

California Assembly Bill 481, which was signed into law in 2021, requires local law enforcement agencies to obtain approval from their local governing body of a military equipment use policy by ordinance. Assembly Bill 481 provides a list of equipment that is deemed to be military equipment and specifies the equipment does not have to be obtained from the military in order to meet the definition of military equipment. The bill includes any equipment currently in use by a law enforcement agency and any equipment obtained in the future that would meet the description of the military equipment.

The Corcoran Police Department has minimal equipment that would meet the criteria for military equipment; however, we do have operators assigned to our Central Valley Regional SWAT team, which utilizes several pieces of equipment that meet the criteria. We have attached a proposed ordinance and policy, which meet the requirements of AB 481 and Government Code 7070, 7071 and 7072. It should be noted that all the equipment listed in the policy has been in use for quite some time. We are not requesting to use any new equipment.

Budget Impact:

There is no additional budget impact related to this equipment as we are not requesting any new equipment but rather complying with the new law related to equipment already possessed and in use.

- (e) The military equipment use policy approved by this ordinance was available on the CPD's Internet website at least thirty (30) days prior to the date this ordinance was approved.

Section 3. ADOPTION OF POLICY. The provisions, terms and requirements of CPD Policy 709, titled Military Equipment, attached hereto as **ATTACHMENT A**, are hereby incorporated into this ordinance as if fully set forth verbatim, and are hereby approved by the Council as the CPD's military equipment use policy. This ordinance shall be reviewed at least once each calendar year at a regular meeting and vote on whether to renew the ordinance.

Section 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Corcoran, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Corcoran hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any

MD/20220329 - Corcoran - Military Equipment Ordinance-1.rtf

MARLENE SPAIN, City Clerk
CITY OF CORCORAN

Corcoran Police Department

Corcoran PD Policy Manual

Military Equipment

709.2 POLICY

It is the policy of the Corcoran Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Corcoran Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

1. DJI Mavic Air Unmanned Aerial Vehicle
2. DJI Matrice Unmanned Aerial Vehicle
3. Autel Robotics EVO II Unmanned Aerial Vehicle
4. Recon Robotics Recon Scout XT Remote Camera
5. Robot obtained through DRMO (Currently non operational)
6. Navistar (US Government) Mine Resistant Ambush Protected (MRAP)

Corcoran Police Department

Corcoran PD Policy Manual

Military Equipment

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

APPENDIX A Military Equipment Use Policy.pdf

			<p>operations.</p> <p>IX. Public presentations with department approval.</p> <p>Capabilities: DJI Mavic Air 30-minute flight time, record video/audio DJI Matrice 55-minute flight time, record video</p> <p>Authorized Uses: Only assigned operators who have completed and receive regular quarterly training on its use and possess a certification of waiver and authorization through the FFA</p>	
2.	<p>Robots:</p> <ul style="list-style-type: none"> -Recon Scout XT -Robot obtained through DRMO (Non-Operational) 	<p>1</p> <p>1</p>	<p>Purpose: To be used to gain visual and audio data.</p> <ul style="list-style-type: none"> I. Major crime investigations II. Search for persons III. Natural disaster management IV. SWAT, tactical or other public safety and life preservation missions V. In response to specific requests from local, state and federal authorities VI. Search and/or rescue operations. 	<ul style="list-style-type: none"> • Expected Lifespan: 10 Years • Est. Annual Maintenance Cost: \$300.00 • Legal/Procedural Rules for Use: It is our policy that all robot equipment is to be used for official purposes and in a manner that respects the privacy of our community, pursuant to state and federal law. • Required Training to Use: All operators are required to received training regarding our policy and authorized use. • Compliance: CPD shall monitor use and training by its officers.

			<p>operations.</p> <p>VII. Approved equipment requests from an outside jurisdiction related to high-risk operations</p> <p>VIII. Public relations events such as National Night Out and other community events for people to see and understand it's use.</p> <p>Capabilities: Capable of stopping a wide variety of projectiles beyond what a vest or shield is capable of.</p> <p>Authorized Uses: The use of the armored vehicles is only authorized by the Chief of Police or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall only be used for deployment by officers trained in their use by the department.</p>	
4.	Armored Vehicle: Armored Rescue Vehicle (ARV)	1	<p>Purpose: To be used to respond to and transport officers to critical incidents and to enhance officer and community safety. To improve scene containment, stabilization, and assist in resolving critical incidents. The types of incidents these vehicles</p>	<ul style="list-style-type: none"> • Expected Lifespan: 25 years • Est. Annual Maintenance Cost: \$15,000.00 • Legal/Procedural Rules for Use: It is our policy that all armored vehicles are to be used for official purposes pursuant to state and federal law. • Required Training to Use: All drivers/operators shall attend formalized department or other approved training in the vehicle's operation, capabilities, and practical driving instruction.

		<p>circumstances of a given critical incident. Armored vehicles shall only be used for deployment by officers trained in their use by the department.</p>	
<p>5. Incident Command Vehicle: Freightliner Chassis (Custom Built) vehicle. Mobile Incident Command Vehicle (MIC)</p>	<p>1</p>	<p>Purpose: To be used as the incident command vehicle in specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.</p> <p>Capabilities: The MIC is used for SWAT/CNT and other critical incidents, preplanned large events, natural disasters, and community events.</p> <p>Authorized Uses: Only officers trained in the deployment and operation of the MIC consistent with department policy. Situations in which the MIC is authorized for use would include but not be limited to critical incidents, emergencies, natural disasters, and community events.</p>	<ul style="list-style-type: none"> • Expected Lifespan: 25 years for the vehicle and 10 years for the IT equipment within the vehicle. • Est. Annual Maintenance Cost: \$5,000.00 • Legal/Procedural Rules for Use: It is our policy that the MIC is for official law enforcement purposes and is to be used consistent with department orders and state law regarding the operation of vehicles. • Required Training to Use: The driver/operator shall receive training from a current driver/operator on its safe use and deployment. The driver/operator shall maintain a driver's license endorsement consistent with the use of this vehicle. • Compliance: CPD shall monitor use and training by its officers.
<p>6. Firearm: Remington 870 12-Gauge Shotgun utilizing Super Sock Beambag</p>	<p>10 (2 are</p>	<p>Purpose: To limit the escalation of a conflict where employment of lethal force is prohibited or</p>	<ul style="list-style-type: none"> • Expected Lifespan: No expiration • Est. Annual Maintenance Cost: \$2,000 for Super Sock rounds and \$200.00 for Frangible munitions.

			<p>6-8 million candles of light.</p> <p>Authorized Uses: Situations for use of the less lethal weapons system may include, but are not limited to:</p> <ul style="list-style-type: none"> I. By officers who have been trained in their proper use. II. High risk search warrants involving SWAT operations. III. In hostage and barricaded subject situations. IV. To obtain a tactical advantage in a high-risk situation where there may be extreme hazards to the officers. V. During training exercises. 	
8.	<p>Projectile Launcher: 40MM Projectile Launcher and specialized munitions including Ferret, Flameless Tri-Chamber and Spede Heat Rounds</p>	4	<p>Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or to attempt to prevent the escalation of a situation to the point of using lethal force.</p> <p>Capabilities: The 40MM Tactical launcher is a single shot launcher and features an expandable stock and a front grip it will fire standard 40MM rounds up to 4.8 inches in length up to 131 feet.</p> <p>Authorized Uses: Situations for use of</p>	<ul style="list-style-type: none"> • Expected Lifespan: No expected lifespan on the launchers. The 40MM rounds have a 5 year life span. • Est. Annual Maintenance Cost: \$1,500 (50 rounds purchased per year) • Legal/Procedural Rules for Use: It is our policy that all 40MM chemical, impact and gas rounds are for official law enforcement purposes and are used consistent with department orders and state and federal law. • Required Training to Use: Sworn members utilizing 40MM less lethal chemical agents or impact rounds are trained in their use by department less lethal and chemical agent instructors. All chemical agent deployments are to be reviewed by chemical agent

	<p>and possibly preventing the deployment of lethal force options. The .308 caliber rifles are only utilized by SWAT sniper team members and are primarily utilized in an overwatch capacity to protect the community and SWAT team members during critical incidents.</p> <p>Authorized Uses: Only members that have received department and/or mandated POST training are authorized to use a rifle. Members may only utilize their rifles in accordance with departmental policy and state and federal law.</p>	<ul style="list-style-type: none"> • Compliance: CPD shall monitor use and training by its officers.
10.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
11.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use: • Required Training to Use: • Compliance: CPD shall monitor use and training by its officers.
12.	<ul style="list-style-type: none"> • Purpose: • Capabilities: • Authorized Uses: 	<ul style="list-style-type: none"> • Expected Lifespan: • Est. Annual Maintenance Cost: • Legal/Procedural Rules for Use:

City of

CORCORAN

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MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

MEMORANDUM

MEETING DATE: April 12, 2022
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

8-A. Upcoming Events/Meetings

- April 26, 2022 (Tuesday) City Council Meeting – 5:30 PM
- May 10, 2022 (Tuesday) City Council Meeting – 5:30 PM
- May 24, 2022 (Tuesday) City Council Meeting – 5:30 PM
- May 30, 2022 (Monday) City Offices Closed in Observation of Memorial Day

8-B. City Manager's Report

8-C. Council Comments/Staff Referral Items – *This is the time for council members to comment on matters of interest.*

8-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization

City Offices



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
01/25/22	Corcoran Cemetery District concerns. Council directed City Manager to make contact with District representatives and lend support.	In progress	City Manager
07/21/21	Homelessness Concerns. Council directed staff to explore and evaluate avenues to address homeless issues.	In progress	City Manager
07/21/21	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	Community Development
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development