

AGENDA
REGULAR MEETING OF THE HOLTVILLE CITY COUNCIL
121 WEST FIFTH STREET, HOLTVILLE, CALIFORNIA

February 9, 2015

OPEN SESSION

6:00 PM

Ginger Ward, Mayor
Jim Predmore, Mayor Pro Tem
Mike Goodsell, Council Member
David Bradshaw, Council Member
Richard Layton, Council Member

Steve Walker, City Attorney
Denise Garcia, Interim City Clerk
Nick Wells, City Manager
Pete Mellinger, City Treasurer

THIS IS A PUBLIC MEETING

If there is an item on the agenda on which you wish to be heard, please come forward to the microphone at the time the item is being addressed. State your name for the record. All other items can be addressed during the Public Comments portion of the agenda. The Mayor reserves the right to place a time limit on each person asking to be heard.

CITY COUNCIL

CLOSED SESSION 5:30 PM

PUBLIC EMPLOYEE PERFORMANCE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE:

(Government Code Section 54957(b) 1)

TITLE: City Clerk

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney

Classified Employees

PUBLIC EMPLOYMENT:

(Government Code Section 54957.6)

City Manager Evaluation

Evaluation Criteria

CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:

(Government Code Section 54956.9(a))

City of Holtville vs. Black Dog Farms

City of Holtville vs. Willowbend Mobile Home Park

CITY COUNCIL: Meeting Called To Order

PLEDGE OF ALLEGIANCE:

INVOCATION: Pastor Richard Moore

CITY CLERK RE: Verification of Posting of the Agenda

EXECUTIVE SESSION ANNOUNCEMENTS: Steve Walker, City Attorney

PUBLIC COMMENTS: This is time for the public to address the City Council **on any item that is the subject of this Special meeting.** The Mayor reserves the right to limit the speaker's time. The Mayor will recognize you and when you come to the microphone, please state your name and address for the record. You are not allowed to make personal attacks on individuals or make comments which are slanderous or which may invade an individual's personal privacy.

CONSENT AGENDA:

The items on the Consent Agenda are to be approved without comment. Should any Council Member or member of the public wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the New Business Agenda.

1. Approval of the Minutes from the City Council Meeting of January 26, 2015.
2. Current Demands #34205 To #34285.

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES AND COMMUNIQUES:

NEW BUSINESS:

3. **Discussion/Related Action** to Adopt **RESOLUTION #15-02** Authorizing the Advertisement for Bids Associated with the Holtville Wastewater Treatment Plant Improvement Project – Justina Arce, City Planner
4. **Discussion/Related Action** Regarding Grant Administration and Procurement Services Associated with Department of Conservation Grant Agreement 3014-615 – Justina Arce, City Planner
5. **Discussion/Related Action** to Approve **RESOLUTION #15-03** Authorizing an Adjustment in the Amount of \$70,000 to the Sewer Enterprise Fund for the Purchase of a Backhoe – Nick Wells, City Manager

INFORMATION ONLY:

6. City Manager Report – Nick Wells
 - a. Police Chief – Manuel DeLeon
 - b. Public Works Foreman – Alex Chavez
 - c. Water/Wastewater Supervisor – Frank Cornejo

ADJOURNMENT:

I, Denise Garcia, Interim City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall on February 6, 2015.

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121 WEST FIFTH STREET, HOLTVILLE, CALIFORNIA

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6:00 PM

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Richard Layton, Council Member

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Denise Garcia, Interim City Clerk
Nick Wells, City Manager
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2. Current Demands #34205 To #34285.

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NEW BUSINESS:

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INFORMATION ONLY:

6. City Manager Report – Nick Wells
 - a. Police Chief – Manuel DeLeon
 - b. Public Works Foreman – Alex Chavez
 - c. Water/Wastewater Supervisor – Frank Cornejo

ADJOURNMENT:

I, Denise Garcia, Interim City Clerk of the City of Holtville, California, **DO HEREBY CERTIFY** that the foregoing agenda was duly posted at Holtville City Hall on February 6, 2015.

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MEETING DATE:	2/9/2015
APPROVED FOR AGENDA	<i>M</i>
CITY MANAGER	_____
FINANCE MANAGER	_____
CITY ATTORNEY	_____

**THE MINUTES OF THE REGULAR MEETING OF
THE HOLTVILLE CITY COUNCIL**

January 26, 2015

The regular meeting of the Holtville City Council was held on Monday, January 12, 2015 at 5:30 p.m. in the Civic Center. Council Members present were Richard Layton, David Bradshaw, Ginger Ward, Jim Predmore, and Mike Goodsell. Staff members present were Nick Wells, Denise Garcia, and Alex Silva. City Attorney Steve Walker, City Planner Justina Arce, City Engineer Jack Holt and City Treasurer Pete Mellinger were also present.

CITY COUNCIL CLOSED SESSION MEETING CALLED TO ORDER:

Mayor Ginger Ward called the meeting to order at 5:25 p.m.

CITY COUNCIL & SUCCESSOR AGENCY OPEN SESSION MEETING CALLED TO ORDER:

Mayor Ginger Ward called the meeting to order at 6:05 p.m.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Ginger Ward.

INVOCATION:

Mike Goodsell led the invocation and asked for comfort for two Holtville High School teachers who recently lost family members.

CITY CLERK RE: VERIFICATION OF POSTING OF AGENDA:

The Interim City Clerk verified that the agenda was duly posted on January 23, 2015.

EXECUTIVE SESSION ANNOUNCEMENTS:

None

PUBLIC EMPLOYEE PERFORMANCE EVALUATION/DISCIPLINE/DISMISSAL/RELEASE:

(Government Code Section 54957(b)1)

TITLE: City Clerk

No Reportable Action Taken.

CONFERENCE WITH LABOR NEGOTIATORS:

(Government Code Section 54957.6)

Agency Negotiator: City Manager/City Attorney

Classified Employees

No Reportable Action Taken.

PUBLIC EMPLOYMENT:

(Government Code Section 54957.6)

City Manager Evaluation

Evaluation Criteria

No Reportable Action Taken.

CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:

(Government Code Section 54956.9(a))

City of Holtville vs. Black Dog Farms

City of Holtville vs. Willowbend Mobile Home Park

No Reportable Action Taken.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.9)

Property: APN 045-100-052, 045-204-015, 045-204-016, 045-243-004, 045-244-001, 045-261-039, 045-281-004, 045-292-016, 045-293-006, 045-293-007, 045-294-004, 045-330-060

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Price and Terms of Payment

No Reportable Action Taken.

Property: Segments of Orange Avenue and Walnut Avenue Alley Way

Agency Negotiators: City Manager and City Attorney

Under Negotiation: Price and Terms of Payment for Licensing Agreement for Use of Public Right of Way with Born/IV Milling

No Reportable Action Taken.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

(Government Code Section 54956.9)

Property: Holtville Water Plant, 180 E. 4th Street

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: Infratech Industries, Inc.

Under Negotiation: Price and Terms

No Reportable Action Taken.

PUBLIC COMMENTS:

Jamie Johnson of I.V. Family Care Medical Group introduced Dr. Aimee Gonzalez as the new Doctor in town and stated that they have enjoyed being in Holtville and look forward to participating in community events.

PRESENTATIONS:

Fire Chief Alex Silva introduced and recognized Firefighter Marcos Cornejo for receiving the Firefighter of the Year Award. He stated that Firefighter Cornejo is an excellent firefighter and that this was his second time to receive this award.

Fire Chief Silva also introduced the following new Paid per Call Firefighters:

Brittany Rector	Carlos Lizarraga	Spencer Drury	Sergio Hernandez
David Martinez	Brendan Wolfe	Francisca Montes	

Public Works & Water Plant Employees were not present to be introduced.

CONSENT AGENDA:

1. Approval of the Regular Minutes of the City Council Meeting of January 12, 2015.
2. Current Demands #34145 To #34204.

A motion was made by Mr. Layton and seconded by Mr. Predmore to approve Consent Agenda items 1 and 2. All members were present and the motion carried in the form of a roll call vote.

AYES: Layton, Ward, Predmore, Goodsell, Bradshaw
 NOES: None
 ABSENT: None
 ABSTAIN: None

REPORTS OF OFFICERS, COMMISSIONS, COMMITTEES AND COMMUNIQUES:

Interim City Clerk, Denise Garcia reminded Council about the upcoming Carrot Festival Banquet.

Alex Silva informed Council that he will present them with the 2014 End of the Year report for his department in the near future.

City Treasurer, Pete Mellinger, stated that he is driving again.

Richard Layton informed Council that he attended the League of Cities Dinner and the Athletic Club Rib Cook Off.

Jim Predmore informed Council that he attended and helped out at the City's Athletic Club Rib Cook Off.

Ginger Ward reported that she attended League of Cities Dinner and presented the City's Brag Time. She also attended the Rib Cook Off.

Mike Goodsell reported that he attended the Athletic Club Rib Cook Off and enjoyed the City Manager's performance on stage.

David Bradshaw reported that he attended the League of Cities dinner and enjoyed the really big pizza. He also reported that he attended and helped in the City's booth at the Athletic Club Rib Cook Off.

Nick Wells reported that there had been a water main leak along 4th Street.

Steve Walker reported that he and his wife Cheryl had judged the Pie Cooking contest at the Athletic Club Rib Cook off.

Justina Arce updated Council on the signing and submittal of the Grant Agreement.

Jack Holt reported that the old manholes along the Outfall Main had now been backfilled.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

3. **Discussion/Related Action to Adopt RESOLUTION #15-01 approving the Memorandum of Understanding Between the County of Imperial and the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, and Westmorland – Nick Wells, City Manager**
A motion was made by Mr. Bradshaw and seconded by Mr. Goodsell to Adopt RESOLUTION #15-01 approving the Memorandum of Understanding between the County of Imperial and the Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, and Westmorland. All members present were in favor and the motion carried in the form of a roll call vote.

AYES: Bradshaw, Layton, Ward, Predmore, Goodsell

NOES: None

ABSENT: None

ABSTAIN: None

4. Discussion/Related Action to Approve the 2015 County/Regional Appointment List – Denise Garcia

A motion was made by Mr. Bradshaw and seconded by Mr. Predmore to approve the 2015 County/Regional Appointment List with corrections to three names noted by Mr. Predmore. All members present were in favor and the motion carried in the form of a roll call vote.

AYES: Bradshaw, Layton, Ward, Predmore, Goodsell
NOES: None
ABSENT: None
ABSTAIN: None

5. Discussion/Related Action to Approve Change Order #1 Regarding the Alamo River Trail Project Update – Justina Arce, City Planner

A motion was made by Mr. Goodsell and seconded by Mr. Layton to approve Change Order #1 Regarding the Alamo River Trail Project. All members present were in favor and the motion carried in the form of a roll call vote.

AYES: Bradshaw, Layton, Ward, Predmore, Goodsell
NOES: None
ABSENT: None
ABSTAIN: None

INFORMATION ONLY:

6. City Manager Report – Nick Wells

- a. Fire Chief – Alex Silva
- b. Public Works Foreman – Alex Chavez
- c. Water/Wastewater Supervisor – Frank Cornejo

Staff Reports

Written reports were provided by the following: City Manager, Water/Wastewater Supervisor, Fire Chief, and Public Works Foreman.

ADJOURNMENT:

There being no further business to come before Council, Mayor Ward adjourned the meeting at 6:59 p.m.

Virginia Ward, Mayor

Denise Garcia, Interim City Clerk

2

CITY OF HOLTVILLE
Monthly Check Register

MEETING DATE: 2/9/15
Page:
APPROVED FOR AGENDA
CITY MANAGER *M*
FINANCE MANAGER
CITY ATTORNEY

Date : 2/5/2015 11:04:38 AM
User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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Check Number	: 34205	Check Date	: 1/28/2015			
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Invoice Amount	: 252.12	Discount Amount	: 0.00	Check Amount	:	252.12
Check Number	: 34206	Check Date	: 1/28/2015			
Vendor	: 1107 AIRGAS WEST					
10	65757	1/27/2015	9035049540	WELDING MATERIALS		50.44
11	65757	1/27/2015	9035049540	WELDING MATERIALS		PW 50.44
12	65757	1/27/2015	9035049540	WELDING MATERIALS		50.46
Invoice Amount	: 151.34	Discount Amount	: 0.00	Check Amount	:	151.34
Check Number	: 34207	Check Date	: 1/28/2015			
Vendor	: 1693 ALL VALLEY FENCE & SUPPLY					
10	65754	1/27/2015	28134C	CAPS FOR FENCE AT BASKETBALL		PW 118.80
Invoice Amount	: 118.80	Discount Amount	: 0.00	Check Amount	:	118.80
Check Number	: 34208	Check Date	: 1/28/2015			
Vendor	: 1796 ARAMARK SERVICES, INC.					
10	65760	1/27/2015	NOV. 2014	UNIFORMS (PW)		508.17
11	65760	1/27/2015	NOV. 2014	UNIFORMS (PW)		PW 487.32
12	65760	1/27/2015	NOV. 2014	UNIFORMS (PW)		460.04
Invoice Amount	: 1,455.53	Discount Amount	: 0.00	Check Amount	:	1,455.53
Check Number	: 34209	Check Date	: 1/28/2015			
Vendor	: 4576 BSN SPORTS					
10	65669	1/22/2015	96570497	CHAIN LINK NETS FOR BASKETBALL		PW 270.00
Invoice Amount	: 270.00	Discount Amount	: 0.00	Check Amount	:	270.00
Check Number	: 34210	Check Date	: 1/28/2015			
Vendor	: 2289 CALIF. SOCIETY OF MUNICIPAL FINANCE					
10	65749	1/27/2015	NICHOLAS WELLS	MEMBERSHIP RENEWAL		Admin 110.00
Invoice Amount	: 110.00	Discount Amount	: 0.00	Check Amount	:	110.00
Check Number	: 34211	Check Date	: 1/28/2015			
Vendor	: 1031 COSTCO WHOLESALE					
10	65744	1/27/2015	31309	SUPPLIES FOR RIB COOK OFF		Rib Cook Off 348.07
Invoice Amount	: 348.07	Discount Amount	: 0.00	Check Amount	:	348.07
Check Number	: 34212	Check Date	: 1/28/2015			
Vendor	: 2320 COUNTY MOTOR PARTS					
11	65672	1/22/2015	180959	COMB WRENCH; IMPACT SOCKET		PW 100.29
Invoice Amount	: 100.29	Discount Amount	: 0.00	Check Amount	:	100.29
Check Number	: 34213	Check Date	: 1/28/2015			
Vendor	: 1349 COUNTY OF IMPERIAL					
22	65747	1/27/2015	15-23	3RD QUARTER DISTRIBUTION OF COATS		740.51
Invoice Amount	: 740.51	Discount Amount	: 0.00	Check Amount	:	740.51
Check Number	: 34214	Check Date	: 1/28/2015			
Vendor	: 1435 DEL SOL MARKET					
12	65678	1/23/2015	1487	SUPPLIES FOR TRUCK DISPOSAL		PW 40.59
Invoice Amount	: 40.59	Discount Amount	: 0.00	Check Amount	:	40.59
Check Number	: 34215	Check Date	: 1/28/2015			
Vendor	: 1658 DENISE GARCIA					
10	65745	1/27/2015	564918	SUPPLIES FOR RIB COOK OFF		Rib Cook Off 143.41
Invoice Amount	: 143.41	Discount Amount	: 0.00	Check Amount	:	143.41
Check Number	: 34216	Check Date	: 1/28/2015			
Vendor	: 1009 DEPT OF TRANSPORTATION-ST OF CA					
10	65751	1/27/2015	SL150398	STREET LIGHTS		PW 81.09

CITY OF HOLTVILLE

Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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Vendor	: 4572 EMPIRE SOUTHWEST					
11	65755	1/27/2015	EMPS3529817	CAP A		PW 14.12
12	65755	1/27/2015	EMPS3529817	CAP A		14.12
Invoice Amount	: 28.24		Discount Amount	: 0.00	Check Amount	: 28.24
Check Number	: 34218	Check Date	: 1/28/2015			
Vendor	: 1536 FERGUSON ENTERPRISES, INC. #8423					
11	65665	1/22/2015	1469688	SEALANT; PLYERS; SAW; PVC		PW 211.41
Invoice Amount	: 211.41		Discount Amount	: 0.00	Check Amount	: 211.41
Check Number	: 34219	Check Date	: 1/28/2015			
Vendor	: 1475 GIBSON & SCHAEFER					
11	65687	1/23/2015	56616	CONCRETE		PW 841.32
Invoice Amount	: 841.32		Discount Amount	: 0.00	Check Amount	: 841.32
Check Number	: 34220	Check Date	: 1/28/2015			
Vendor	: 1488 GREG BENTLY ELECTRIC					
10	65661	1/22/2015	2014263	ELECTRICAL WORK AT AMUBLANC		PW 447.75
11	65735	1/27/2015	2015007	TROUBLESHOOT POWER FOR DRY		309.20
Invoice Amount	: 756.95		Discount Amount	: 0.00	Check Amount	: 756.95
Check Number	: 34221	Check Date	: 1/28/2015			
Vendor	: 1471 HD SUPPLY WATERWORKS, LTD					
11	65657	1/22/2015	D398139	GASKET; BOLTS; NUT KIT; SEWER I		725.54
11	65658	1/22/2015	D399944	GASKET; RW GV OL ON		2,148.34
10	65659	1/22/2015	D430543	SEWER PIPE; VALVE BOX; VALVE B		399.22
11	65666	1/22/2015	D415451	SEWER PIPE; VISQUEEN		233.28
11	65667	1/22/2015	D406714	PVC PIPE; QUANTUMSS; STARGRIF		2,411.56
11	65671	1/22/2015	D294859	PVC PIPE		28,468.80
11	65674	1/23/2015	D341641	14 BLIND FLANGE; TEST PLATE		771.93
11	65690	1/23/2015	D294879	PVC PIPE FOR 4TH STREET WATEF		56,575.20
11	65691	1/23/2015	D368157	FLG WE GV 4TH STREET WATER		19,034.94
Invoice Amount	: 110,768.81		Discount Amount	: 0.00	Check Amount	: 110,768.81
Check Number	: 34222	Check Date	: 1/28/2015			
Vendor	: 8342 I V WELDING & MECHANICAL INC.					
12	65766	1/28/2015	2700	FABRICATE VACUUM TANK FOR FIL		PW 7,087.52
Invoice Amount	: 7,087.52		Discount Amount	: 0.00	Check Amount	: 7,087.52
Check Number	: 34223	Check Date	: 1/28/2015			
Vendor	: 4642 I.C. PUBLIC HEALTH DEPT. LAB.					
11	65739	1/27/2015	16688	WATER ANALYSIS		PW 120.00
Invoice Amount	: 120.00		Discount Amount	: 0.00	Check Amount	: 120.00
Check Number	: 34224	Check Date	: 1/28/2015			
Vendor	: 1150 I.V. HUMANE SOCIETY					
10	65663	1/22/2015	1/08/15	ANIMAL CARE OCT.; NOV. AND DE		ACO 1,020.00
Invoice Amount	: 1,020.00		Discount Amount	: 0.00	Check Amount	: 1,020.00
Check Number	: 34225	Check Date	: 1/28/2015			
Vendor	: 1121 I.V. PAINTS					
10	65673	1/23/2015	343833B	PAINT REMOVER; SCRAPER; WIRE		PW 74.61
Invoice Amount	: 74.61		Discount Amount	: 0.00	Check Amount	: 74.61
Check Number	: 34226	Check Date	: 1/28/2015			
Vendor	: 2137 IMPERIAL IRRIGATION DISTRICT (WATER)					
11	65742	1/27/2015	DEC./JAN.	RAW WATER CHARGES DEC. AND JAN		PW 9,582.00
Invoice Amount	: 9,582.00		Discount Amount	: 0.00	Check Amount	: 9,582.00

CITY OF HOLTVILLE Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

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Check Number : 34227 Check Date : 1/28/2015						
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11	65662	1/22/2015	81407	BUSINESS CARDS FOR A. CHAVEZ	<i>PW</i>	31.32
12	65662	1/22/2015	81407	BUSINESS CARDS FOR A. CHAVEZ		31.32
Invoice Amount : 62.64		Discount Amount : 0.00		Check Amount :		62.64

Check Number : 34228 Check Date : 1/28/2015						
Vendor : 1027 IMPERIAL STORES						
10	65635	1/22/2015	546763	LIQUID ACID FOR CITY POOL		183.42
11	65636	1/22/2015	546395	SODIUM YARD LITE		53.99
10	65637	1/22/2015	545966	CONCRETE MIX		82.86
10	65638	1/22/2015	546093	MATERIALS FOR BASKEBALL COUF		53.72
10	65639	1/22/2015	546108	SPRAY PAINT		19.73
10	65640	1/22/2015	546133	HEX NUTS AND WASHERS		2.04
11	65641	1/22/2015	546324	PIPE REPAIR CLAMP		36.48
10	65642	1/22/2015	546419	SPRAY PAINT		4.85
10	65643	1/22/2015	546500	HEX BOLTS		0.86
10	65644	1/22/2015	546657	MAGLITE; ELECTRICAL TAPE		42.28
11	65645	1/22/2015	546660	PVC THREADED COUP; ADAPTER;		8.02
10	65646	1/22/2015	546668	HEATER HOSE		14.16
10	65647	1/22/2015	546712	MOG SODIUM BULB		28.85
11	65648	1/22/2015	546727	HOSE BIB; BRASS COUPLINGS; ELE		27.19
10	65649	1/22/2015	546749	FLAP DISC		8.24
10	65650	1/22/2015	546808	BULB; PLASTIC ANCHOR; MASONR'		10.41
10	65651	1/22/2015	546888	EXT CORD		94.61
10	65652	1/22/2015	546966	FLAP DISC		8.24
10	65653	1/22/2015	546985	BLACK SPRAY PAINT; CHIPPING HA		25.74
10	65654	1/22/2015	547054	DOG LEADS FOR DOG POUND		17.57
12	65655	1/22/2015	547235	VINYL TUBING; TOGGLE SWITCH; M		12.29
11	65656	1/22/2015	547242	PVC TUBE		6.46
10	65676	1/23/2015	547945	MOG SODIUM BULB		28.85
10	65677	1/23/2015	547632	SUPPLIES FOR DOG POUND		40.45
10	65680	1/23/2015	94.61	EXTENSION CORD		94.61
11	65681	1/23/2015	547854	HOSE CLAMP; DISCHARGE HOSE; (175.27
11	65682	1/23/2015	547711	LUMBER; PLUMBERS TAPE; GARDE		164.92
10	65683	1/23/2015	547625	SOCKET KEYLESS; PHOTO CONTRI		17.91
10	65685	1/23/2015	547879	BLACK SPRAY PAINT		24.41
Invoice Amount : 1,288.43		Discount Amount : 0.00		Check Amount :		1,288.43

Check Number : 34229 Check Date : 1/28/2015						
Vendor : 1757 IMPERIAL VALLEY ENVIRONMENTAL LAB						
12	65736	1/27/2015	7245	LAB ANALYSIS		110.00
12	65737	1/27/2015	7231	LAB ANALYSIS	<i>PW</i>	244.00
12	65738	1/27/2015	7258	LAB ANALYSIS		2,763.00
Invoice Amount : 3,117.00		Discount Amount : 0.00		Check Amount :		3,117.00

Check Number : 34230 Check Date : 1/28/2015						
Vendor : 7747 IVEDC						
10	65746	1/27/2015	13272	BRONZE LEVEL INVESTOR FOR 2015	<i>Admin</i>	1,000.00
Invoice Amount : 1,000.00		Discount Amount : 0.00		Check Amount :		1,000.00

Check Number : 34231 Check Date : 1/28/2015						
Vendor : 2303 J&S AG SUPPLIES						
12	65758	1/27/2015	56044	REPAIR PARTS	<i>PW</i>	16.37
Invoice Amount : 16.37		Discount Amount : 0.00		Check Amount :		16.37

CITY OF HOLTVILLE
Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Check Number : 34232 Check Date : 1/28/2015						
Vendor : 2278 LA BRUCHERIE IRRIGATION SUPPLY						
10	65675	1/23/2015	97127C	8" COUPLING		244.08
10	65679	1/23/2015	96317c	DC LATCHING SOLENOID FOR IRRI	PW	356.97
10	65692	1/23/2015	96938c	SPRINKLERS AND PARTS		531.66
Invoice Amount : 1,132.71		Discount Amount : 0.00		Check Amount : 1,132.71		
Check Number : 34233 Check Date : 1/28/2015						
Vendor : 1094 LEAGUE OF CA CITIES						
10	65748	1/27/2015	147309	MEMBERSHIP DUES FOR 2015	Admin	3,953.00
Invoice Amount : 3,953.00		Discount Amount : 0.00		Check Amount : 3,953.00		
Check Number : 34234 Check Date : 1/28/2015						
Vendor : 8011 NICHOLAS WELLS						
10	65765	1/28/2015	JAN.2015	MILEAGE	Admin	230.52
Invoice Amount : 230.52		Discount Amount : 0.00		Check Amount : 230.52		
Check Number : 34235 Check Date : 1/28/2015						
Vendor : 1978 ONESOURCE DISTRIBUTION						
10	65684	1/23/2015	S4583002.001	BIBS FOR CITY HALL BLDG.	PW	27.78
Invoice Amount : 27.78		Discount Amount : 0.00		Check Amount : 27.78		
Check Number : 34236 Check Date : 1/28/2015						
Vendor : 1718 OROZCO, HECTOR						
10	65743	1/27/2015	7487456	SUPPLIES FOR RIB COOK OFF	Rib Cook Off	60.00
Invoice Amount : 60.00		Discount Amount : 0.00		Check Amount : 60.00		
Check Number : 34237 Check Date : 1/28/2015						
Vendor : 1127 PREDMORE, ROBERT						
10	65686	1/23/2015	8769	WORK BOOT REIMB.	PW	32.16
Invoice Amount : 32.16		Discount Amount : 0.00		Check Amount : 32.16		
Check Number : 34238 Check Date : 1/28/2015						
Vendor : 8186 R.J. SAFETY CO., INC.						
10	65688	1/23/2015	332424-00	BOMBER JACKETS FOR PW		45.75
11	65688	1/23/2015	332424-00	BOMBER JACKETS FOR PW		91.50
12	65688	1/23/2015	332424-00	BOMBER JACKETS FOR PW		45.76
10	65689	1/23/2015	332332-00	BOMBER JACKET; (PW) GLOVES	PW	167.09
10	65753	1/27/2015	332424-01	SAFETY JACKET		36.60
Invoice Amount : 386.70		Discount Amount : 0.00		Check Amount : 386.70		
Check Number : 34239 Check Date : 1/28/2015						
Vendor : 1043 SELLERS PETROLEUM						
10	65756	1/27/2015	CL72716	FUEL (PW)		647.19
11	65756	1/27/2015	CL72716	FUEL (PW)	PW	616.21
12	65756	1/27/2015	CL72716	FUEL (PW)		165.83
Invoice Amount : 1,429.23		Discount Amount : 0.00		Check Amount : 1,429.23		
Check Number : 34240 Check Date : 1/28/2015						
Vendor : 8138 SERVICE MASTER						
10	65660	1/22/2015	30972	JANITORIAL SERVICES FOR JANUARY 2015	PW	1,309.00
Invoice Amount : 1,309.00		Discount Amount : 0.00		Check Amount : 1,309.00		
Check Number : 34241 Check Date : 1/28/2015						
Vendor : 7841 SPARKLETTS						
10	65668	1/22/2015	9431538010115	DRINKING WATER	PW	137.79
Invoice Amount : 137.79		Discount Amount : 0.00		Check Amount : 137.79		
Check Number : 34242 Check Date : 1/28/2015						
Vendor : 1633 TACO SHOP						
11	65752	1/27/2015	828661	FOOD FOR PW	(W) PW	30.20

CITY OF HOLTVILLE

Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	65759	1/27/2015	462040	FOOD FOR PW	W	15.10
Invoice Amount : 45.30		Discount Amount : 0.00		Check Amount : 45.30		
Check Number : 34243		Check Date : 1/28/2015				
Vendor : 2083 THATCHER CO.						
11	65740	1/27/2015	234770	T CHLOR	PW	4,864.86
Invoice Amount : 4,864.86		Discount Amount : 0.00		Check Amount : 4,864.86		
Check Number : 34244		Check Date : 1/28/2015				
Vendor : 1049 UNDERGROUND SERVICE ALERT						
10	65664	1/22/2015	1220140313	DIG ALERT TICKETS	PW	22.50
Invoice Amount : 22.50		Discount Amount : 0.00		Check Amount : 22.50		
Check Number : 34245		Check Date : 1/28/2015				
Vendor : 1222 WAXIE SANITARY SUPPLY						
10	65750	1/27/2015	75024811	BROWN TOWELS; TOILET PAPER	PW	318.31
Invoice Amount : 318.31		Discount Amount : 0.00		Check Amount : 318.31		
Check Number : 34247*		Check Date : 2/5/2015				
Vendor : 8041 AFLAC						
10	65834	2/2/2015	708451	INSURANCE PREMIUM	Admin	122.81
10	65871	2/3/2015	460486	INSURANCE PREMIUM		122.81
Invoice Amount : 245.62		Discount Amount : 0.00		Check Amount : 245.62		
Check Number : 34248		Check Date : 2/5/2015				
Vendor : 1771 AIRWAVE COMMUNICATION						
10	65859	2/3/2015	604706	MONTHLY MAINT. ON RADIOS	FD	236.00
Invoice Amount : 236.00		Discount Amount : 0.00		Check Amount : 236.00		
Check Number : 34249		Check Date : 2/5/2015				
Vendor : 1728 AQUA METRIC SALES COMPANY						
11	65808	2/2/2015	0055116	2" METERS	PW	2,443.26
Invoice Amount : 2,443.26		Discount Amount : 0.00		Check Amount : 2,443.26		
Check Number : 34250		Check Date : 2/5/2015				
Vendor : 1796 ARAMARK SERVICES, INC.						
10	65807	2/2/2015	DEC. 2014	UNIFORMS (PW)	PW	699.38
11	65807	2/2/2015	DEC. 2014	UNIFORMS (PW)		616.59
12	65807	2/2/2015	DEC. 2014	UNIFORMS (PW)		581.45
Invoice Amount : 1,897.42		Discount Amount : 0.00		Check Amount : 1,897.42		
Check Number : 34251		Check Date : 2/5/2015				
Vendor : 2378 AT&T						
10	65841	2/2/2015	JAN. 2015	TELEPHONE	Admin	762.50
11	65841	2/2/2015	JAN. 2015	TELEPHONE		103.97
12	65841	2/2/2015	JAN. 2015	TELEPHONE		61.81
Invoice Amount : 928.28		Discount Amount : 0.00		Check Amount : 928.28		
Check Number : 34252		Check Date : 2/5/2015				
Vendor : 8016 AT&T MOBILITY						
10	65902	2/5/2015	287231118105 F	CELL PHONE	Admin	92.35
Invoice Amount : 92.35		Discount Amount : 0.00		Check Amount : 92.35		
Check Number : 34253		Check Date : 2/5/2015				
Vendor : 2030 BLUE SHIELD OF CALIFORNIA						
10	65833	2/2/2015	FEB. 2015	HEALTH INSURANCE	Admin	3,159.46
11	65833	2/2/2015	FEB. 2015	HEALTH INSURANCE		2,313.36
12	65833	2/2/2015	FEB. 2015	HEALTH INSURANCE		2,074.18
Invoice Amount : 7,547.00		Discount Amount : 0.00		Check Amount : 7,547.00		
Check Number : 34254		Check Date : 2/5/2015				
Vendor : 1534 CAL-GRADE, INC						

CITY OF HOLTVILLE

Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	65869	2/3/2015	6107	FILL SAND		
11	65870	2/3/2015	6117	CLASS 2 BASE		PW 19,487.60
Invoice Amount		: 22,626.13	Discount Amount	: 0.00	Check Amount	: 22,626.13
Check Number		: 34255	Check Date	: 2/5/2015		
Vendor		: 2320 COUNTY MOTOR PARTS				
12	65798	2/2/2015	180504	SWITCH; BATTERY		PW 77.28
11	65799	2/2/2015	179269	LIFT SUP MARINE		FD 79.88
10	65800	2/2/2015	179920	BATTERY		119.98
Invoice Amount		: 277.14	Discount Amount	: 0.00	Check Amount	: 277.14
Check Number		: 34256	Check Date	: 2/5/2015		
Vendor		: 7932 CR&R INCORPORATED				
10	65898	2/4/2015	JANUARY 2015	JANUARY 2015 TRASH SERVICES		Trash (3,267.24)
13	65898	2/4/2015	JANUARY 2015	JANUARY 2015 TRASH SERVICES		18,065.91
Invoice Amount		: 14,798.67	Discount Amount	: 0.00	Check Amount	: 14,798.67
Check Number		: 34257	Check Date	: 2/5/2015		
Vendor		: 2208 DC FROST ASSOCIATES, INC.				
12	65863	2/3/2015	8622	SERVICE TECHNICIAN		PW 2,400.00
Invoice Amount		: 2,400.00	Discount Amount	: 0.00	Check Amount	: 2,400.00
Check Number		: 34258	Check Date	: 2/5/2015		
Vendor		: 1845 DEPT OF JUSTICE				
10	65864	2/3/2015	075640	FINGERPRINTS (FD)		FD 32.00
Invoice Amount		: 32.00	Discount Amount	: 0.00	Check Amount	: 32.00
Check Number		: 34259	Check Date	: 2/5/2015		
Vendor		: 8343 EMS UNIVERSITY - SAN DIEGO				
10	65835	2/2/2015	JESSE ALBA	EMS COURSE		FD 320.00
Invoice Amount		: 320.00	Discount Amount	: 0.00	Check Amount	: 320.00
Check Number		: 34260	Check Date	: 2/5/2015		
Vendor		: 1884 ESTRADA SYSTEMS GROUP, INC.				
10	65839	2/2/2015	5968	COMPUTER CONSULTING; WEBSITE		1,140.00
11	65839	2/2/2015	5968	COMPUTER CONSULTING; WEBSITE		Admin 690.00
12	65839	2/2/2015	5968	COMPUTER CONSULTING; WEBSITE		375.00
Invoice Amount		: 2,205.00	Discount Amount	: 0.00	Check Amount	: 2,205.00
Check Number		: 34261	Check Date	: 2/5/2015		
Vendor		: 7847 GAS COMPANY				
11	65809	2/2/2015	JAN. 2015	FUEL		PW 17.61
Invoice Amount		: 17.61	Discount Amount	: 0.00	Check Amount	: 17.61
Check Number		: 34262	Check Date	: 2/5/2015		
Vendor		: 1488 GREG BENTLY ELECTRIC				
10	65852	2/2/2015	2015006	REPAIR LIGHTS AT TENNIS COURT.		PW 236.25
Invoice Amount		: 236.25	Discount Amount	: 0.00	Check Amount	: 236.25
Check Number		: 34263	Check Date	: 2/5/2015		
Vendor		: 2399 HARTFORD				
10	65850	2/2/2015	FEB. 2015	LIFE INSURANCE		205.81
11	65850	2/2/2015	FEB. 2015	LIFE INSURANCE		Admin 35.96
12	65850	2/2/2015	FEB. 2015	LIFE INSURANCE		38.98
Invoice Amount		: 280.75	Discount Amount	: 0.00	Check Amount	: 280.75
Check Number		: 34264	Check Date	: 2/5/2015		
Vendor		: 1471 HD SUPPLY WATERWORKS, LTD				
11	65790	2/2/2015	D453617	FLG RING GASKET; HEX BOLT; NUT		247.44
11	65791	2/2/2015	D418722	TUBING INSERT LINER		855.79
11	65792	2/2/2015	D418613	GATE VALVE, IP BRZ SAD D/S SS S'		PW 1,432.59

CITY OF HOLTVILLE

Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
11	65793	2/2/2015	D418694	16 BELL REST HARNESS; TRIM KIT		6,628.53
11	65794	2/2/2015	D418712	BEND; STARGRIP RESTRAINT; BOL		550.71
11	65795	2/2/2015	D418656	PVC PIPE; REDUCER; GSKT;		1,247.33
11	65796	2/2/2015	D345884	PVC PIPE		5,693.76
11	65797	2/2/2015	D418594	SLEEVES; REDUCER; FLG; NUTS AI		15,306.97
Invoice Amount		: 31,963.12	Discount Amount	: 0.00	Check Amount	: 31,963.12
Check Number	: 34265	Check Date	: 2/5/2015			
Vendor	: 2403 HIGHLINE COOLING, LLC					
10	65832	2/2/2015	FEB. 2015	OFFICE RENT (PD/FD)	PD / FD	2,000.00
Invoice Amount		: 2,000.00	Discount Amount	: 0.00	Check Amount	: 2,000.00
Check Number	: 34266	Check Date	: 2/5/2015			
Vendor	: 1015 HOLT GROUP, THE					
10	65811	2/2/2015	14-11-001	(047) GENERAL PLANNING		2,620.82
10	65812	2/2/2015	14-11-002	(207) BLDG. PERMITS AND HOME O		163.36
22	65813	2/2/2015	14-11-003	(271) SR 115 BRIDGE SAFETE LU D		1,182.99
12	65814	2/2/2015	14-11-004	(295) BECC SANITARY SEWER OUT		1,358.61
22	65815	2/2/2015	14-11-005	(315) ALAMO RIVER TRAIL		49.23
12	65816	2/2/2015	14-11-006	(323) WASTEWATER PLANT APPLIC		355.98
12	65817	2/2/2015	14-11-007	(327) SRF GRANT APPLICATION FO		30.71
22	65818	2/2/2015	14-11-008	(335) ICTC & MISC. TRANSPORATIO		216.25
22	65819	2/2/2015	14-11-009	(374) 9TH STREET EXTENSION & PE		1,976.82
22	65820	2/2/2015	14-11-010	(394) 4TH ST. SIDEWALK PROJECT	Admin	153.75
12	65821	2/2/2015	14-11-011	(408) NAD BANK GRANT CONDITION		67.50
10	65822	2/2/2015	14-11-012	(416) MARY AND ALAN BORNT LOT		777.50
22	65823	2/2/2015	14-11-013	(423) NORTH SIDE OF 5TH STREET		906.66
10	65824	2/2/2015	14-11-014	(425) IV MILLING RIGHT OF WAY AB		39.71
10	65825	2/2/2015	14-11-015	(438) AUTO ZONE SITE PLAN REVIE		1,631.27
10	65826	2/2/2015	14-11-028	(000) MISC. ENGINEERING SERVIC		19,078.00
12	65827	2/2/2015	14-11-029	(152) WASTEWATER TREATEMENT		485.00
22	65828	2/2/2015	14-11-030	(303) CONSTRUCTION MANAGEMEI		16,978.00
12	65829	2/2/2015	14-11-031	(417) CONSTRUCTION ADMIN. FOR		1,160.00
22	65830	2/2/2015	14-11-032	(426) 5TH ST. HIGHWAY 115 NORTH		3,750.00
Invoice Amount		: 52,982.16	Discount Amount	: 0.00	Check Amount	: 52,982.16
Check Number	: 34267	Check Date	: 2/5/2015			
Vendor	: 1910 HUMANA					
10	65849	2/2/2015	FEB. 2015	DENTAL INSURANCE		449.59
11	65849	2/2/2015	FEB. 2015	DENTAL INSURANCE		866.83
12	65849	2/2/2015	FEB. 2015	DENTAL INSURANCE	Admin	528.14
Invoice Amount		: 1,844.56	Discount Amount	: 0.00	Check Amount	: 1,844.56
Check Number	: 34268	Check Date	: 2/5/2015			
Vendor	: 8342 I V WELDING & MECHANICAL INC.					
12	65831	2/2/2015	2744	WELDER SERVICES TO INSTALL VA	PW	1,354.00
Invoice Amount		: 1,354.00	Discount Amount	: 0.00	Check Amount	: 1,354.00
Check Number	: 34269	Check Date	: 2/5/2015			
Vendor	: 2297 IMPERIAL COUNTY SHERIFF'S DEPT.					
10	65851	2/2/2015	123114-1	SHERIFF SERVICE FOR DEC. 2014	Sheriff	77,490.21
Invoice Amount		: 77,490.21	Discount Amount	: 0.00	Check Amount	: 77,490.21
Check Number	: 34270	Check Date	: 2/5/2015			
Vendor	: 1027 IMPERIAL STORES					
10	65789	2/2/2015	548975	ROOT KILLER		30.28
10	65802	2/2/2015	547559	OVER DOOR RACK		9.27

CITY OF HOLTVILLE

Monthly Check Register

Date : 2/5/2015 11:04:38 AM
 User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
10	65803	2/2/2015	548807	FLOWERS; PINE SOL		36.39
10	65804	2/2/2015	548557	BOLT SNAP		6.10
10	65805	2/2/2015	548013	DOG FOOD FOR POUND		101.57
11	65806	2/2/2015	548654	ZINC HOSE		16.60
10	65853	2/2/2015	544979	PVC PIPE FOR CHRISTMAS DECOR		13.50
10	65854	2/2/2015	544978	PVC PIPE FOR CHRISTMAS DECOR		13.50
10	65855	2/2/2015	547920	KITCHEN TRASH BAGS		21.58
10	65856	2/2/2015	547282	BATTERIES		20.49
10	65857	2/2/2015	547473	PUSH BROOM		25.65
10	65862	2/3/2015	548646	STAPLES AND STAPLE GUN; POLY		84.09
10	65865	2/3/2015	546429	CLEANING SUPPLIES		151.78
10	65866	2/3/2015	546907	ROLLER FRAME; PAINT FOR BASKE		47.33
10	65867	2/3/2015	546909	MASKING TAPE / MATERIALS FOR E		30.20
Invoice Amount		: 608.33		Discount Amount	: 0.00	Check Amount : 608.33
Check Number : 34271		Check Date : 2/5/2015				
Vendor : 2333 INTERNATIONAL FLOW TECHNOLOGIES, INC.						
11	65810	2/2/2015	72515	LINESTOP @ 4TH STREET	PW	7,900.00
Invoice Amount		: 7,900.00		Discount Amount	: 0.00	Check Amount : 7,900.00
Check Number : 34272		Check Date : 2/5/2015				
Vendor : 8344 ISRAEL VALDEZ						
11	65838	2/2/2015	958 MAPLE	WATER DEPOSIT REFUND	Admin	183.90
Invoice Amount		: 183.90		Discount Amount	: 0.00	Check Amount : 183.90
Check Number : 34273		Check Date : 2/5/2015				
Vendor : 1405 PITNEY BOWES - PURCHASE POWER						
10	65840	2/2/2015	JAN. 2015	POSTAGE		274.00
11	65840	2/2/2015	JAN. 2015	POSTAGE	Admin	695.00
12	65840	2/2/2015	JAN. 2015	POSTAGE		695.00
Invoice Amount		: 1,664.00		Discount Amount	: 0.00	Check Amount : 1,664.00
Check Number : 34274		Check Date : 2/5/2015				
Vendor : 1450 PITNEY BOWES GLOBAL FINANCE SERVICES LLC						
10	65842	2/2/2015	2643668-JA15	POSTAGE EQUIPMENT LEASE		97.63
11	65842	2/2/2015	2643668-JA15	POSTAGE EQUIPMENT LEASE	Admin	97.63
12	65842	2/2/2015	2643668-JA15	POSTAGE EQUIPMENT LEASE		97.63
Invoice Amount		: 292.89		Discount Amount	: 0.00	Check Amount : 292.89
Check Number : 34275		Check Date : 2/5/2015				
Vendor : 1176 QUILL CORPORATION						
12	65843	2/2/2015	9471605	OFFICE SUPPLIES		5.38
12	65844	2/2/2015	9488594	OFFICE SUPPLIES	PW	295.75
11	65845	2/2/2015	9490251	OFFICE SUPPLIES		42.74
10	65846	2/2/2015	9157213	OFFICE SUPPLIES	Admin	30.23
11	65846	2/2/2015	9157213	OFFICE SUPPLIES		30.23
12	65846	2/2/2015	9157213	OFFICE SUPPLIES		30.23
Invoice Amount		: 434.56		Discount Amount	: 0.00	Check Amount : 434.56
Check Number : 34276		Check Date : 2/5/2015				
Vendor : 1555 ROBERT S. NELSON AUTOMOTIVE						
10	65801	2/2/2015	10793	REPAIRS TO ACO VEHICLE	ACO	227.82
10	65836	2/2/2015	10806	VEHICLE REPAIR (FD)	FD	1,567.55
Invoice Amount		: 1,795.37		Discount Amount	: 0.00	Check Amount : 1,795.37
Check Number : 34277		Check Date : 2/5/2015				
Vendor : 1043 SELLERS PETROLEUM						
10	65860	2/3/2015	CL72715	FUEL (FD)	FD	518.91

CITY OF HOLTVILLE Monthly Check Register

Date : 2/5/2015 11:04:38 AM
User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
Invoice Amount : 518.91		Discount Amount : 0.00		Check Amount : 518.91		
Check Number : 34278		Check Date : 2/5/2015				
Vendor : 8339 SIMNSA HEALTH PLAN						
10	65848	2/2/2015	46598	HEALTH INSURANCE		137.55
11	65848	2/2/2015	46598	HEALTH INSURANCE	Admin	1,391.37
12	65848	2/2/2015	46598	HEALTH INSURANCE		420.25
Invoice Amount : 1,949.17		Discount Amount : 0.00		Check Amount : 1,949.17		
Check Number : 34279		Check Date : 2/5/2015				
Vendor : 8120 SKOUSEN FARMS PARTNERSHIP						
12	65837	2/2/2015	383	BIO SOLIDS FROM HOLTVILLE	PW	2,947.80
Invoice Amount : 2,947.80		Discount Amount : 0.00		Check Amount : 2,947.80		
Check Number : 34280		Check Date : 2/5/2015				
Vendor : 1918 STATE FIRE TRAINING						
10	65873	2/3/2015		MARCOS CORNEJO FIRE FIGHTER 2 TRAINING	FD	40.00
Invoice Amount : 40.00		Discount Amount : 0.00		Check Amount : 40.00		
Check Number : 34281		Check Date : 2/5/2015				
Vendor : 2318 SUNBELT RENTALS						
10	65868	2/3/2015	49538812-001	HYDRAULIC HAMMER FOR SKIDSTI	PW	328.42
Invoice Amount : 328.42		Discount Amount : 0.00		Check Amount : 328.42		
Check Number : 34282		Check Date : 2/5/2015				
Vendor : 8183 THE VAN DYKE CORP.						
12	65889	2/3/2015	13	CONTRACTOR PAYMENT #13	Out Fall Main	260,885.11
Invoice Amount : 260,885.11		Discount Amount : 0.00		Check Amount : 260,885.11		
Check Number : 34283		Check Date : 2/5/2015				
Vendor : 2012 VERIZON WIRELESS						
10	65847	2/2/2015	9738819864	DATA LINE FOR FIRE ENGINE	FD	38.01
Invoice Amount : 38.01		Discount Amount : 0.00		Check Amount : 38.01		
Check Number : 34284		Check Date : 2/5/2015				
Vendor : 2055 VISION SERVICE PLAN						
10	65888	2/3/2015	FEB.2015	VISION INSURANCE		93.41
11	65888	2/3/2015	FEB.2015	VISION INSURANCE	Admin	147.63
12	65888	2/3/2015	FEB.2015	VISION INSURANCE		82.13
Invoice Amount : 323.17		Discount Amount : 0.00		Check Amount : 323.17		
Check Number : 34285		Check Date : 2/5/2015				
Vendor : 1222 WAXIE SANITARY SUPPLY						
10	65861	2/3/2015	75034710	TOILET PAPER AND SUPPLIES (FI	PW	331.47
Invoice Amount : 331.47		Discount Amount : 0.00		Check Amount : 331.47		
Total Number of Vendors : 72						
Total Number of Checks Printed : 80						
Total Number of Voided Checks : 0						
Largest Check Amount : 260,885.11						
Total for all Checks Printed : 658,195.55						
Total for Voided Checks : 0.00						
Net Amount of Checks Printed : 658,195.55						

Summary

Fund	Amount
10 GENERAL FUND	126,005.07
11 WATER	200,469.02
12 SEWER	287,701.34

CITY OF HOLTVILLE Monthly Check Register

Date : 2/5/2015 11:04:38 AM

User Name : Lee Ann

Calendar Month/Year : <ALL> <ALL>

Fund	Transaction	Due Date	Invoice Number	Description	PO Number	Amount
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Fund	Summary	Amount
13 TRASH		18,065.91
22 LOCAL TRANSPORTATION FUND - TDA		25,954.21



3

cc staff report

Report No. 12

MEETING DATE:	2/9/15
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

To: Nicholas Wells, City Manager
Holtville City Council

From: Justina Arce, City Planner

Date: February 04, 2015

Project: Wastewater Treatment Plant Improvement Project
Authorize Bid Advertisement

Summary

Subject of Report: WWTP Project: Authorize Bid Advertisement for Construction

Project Location: 1250 West Kamm Road

Pending Action: Review Final Estimated Project Costs and Adopt Resolution 15-02 Authorize Bid Advertisement.

Zoning: No Change

General Plan: No Change

Environmental: CEQA MND Filed by Imperial County for CUP
NEPA Categorical Exclusion Filed by EPA

INTRODUCTION & BACKGROUND

The City has been extended funding for the Wastewater Treatment Plant Project from both the State Water Resources Control Board Clean Water State Revolving Fund (CWSRF) Program and the Environmental Protection Agency's (EPA) Border Environment Infrastructure Fund (BEIF) Program administered by the North American Development Bank. The City has received funding through the State Water Resources Control Board under the CWSRF Program in the amount of **\$7.8 Million** (\$3.8 Million Subsidized Loan and \$4 Million Forgivable Loan-Grant for design and construction costs). A grant subsidy has also been extended through EPA's Border Environment Infrastructure Fund (BEIF) program in the amount of **\$3.5 Million** for construction costs.

On December 9, 2013, City Council authorized the City Manager to act on all matters pertaining to the anticipated Financing Agreement with NADBank per a required certification of incumbency approved via resolution 13-60. In August 2014, Council reviewed the most current estimated costs and adopted Resolution 14-14 approving the NADBank's Sub-Grant Agreement and Conditions of Approval. The subject matter of this report is to update City Council on proposed changes to Conditions of Approval by NADBank and for Council authorization to move forward with Bid Advertisement.

ISSUES FOR DISCUSSION

Project Status- The following is a brief overview of the project status. Please be aware that the Regional Water Quality Control Board has been kept informed of project progress, on a quarterly basis.

- **Design Phase & Certification:** Design was 100% complete in **August 2013** by Lee & Ro, and final certification was obtained by BECC in **February 2014**.
- **Construction Management Services:** An Expression of Interest (EOI) for Construction Management was advertised by the City Engineer on February 27, 2014. The Construction Management Service Contract was approved and entered into in **September 2014**.
- **Construction Bid Documents:** The Advertisement for Bids for Construction Services was estimated to be advertised by August 2014, however, the Disadvantaged Business Language and American Interest in Steel took longer for NADBank to accept even though it was required by EPA Policy. Additionally, NADBank had numerous comments regarding presentation and organization of bid documents and specifications. HDR and Lee & Ro have been working on the required changes, and were expected to finalize the bid set on **February 6, 2015**.
- **Construction Services-** It is anticipated that the project will need to bid for a minimum of forty-five days. It is anticipated that bid advertisement will occur in February 2015, following City Council's authorization to advertise. The construction bid opening date and evaluations are anticipated to be by the end of **March 2015** for potential recommendation to City Council in April of this year.

Project Scope- The construction phase scope of work continues to include construction engineering and construction services for the following improvements:

- Installation of a Biolac® WaveOx system
- Construct new Septage Holding Tank with aeration system
- Construct a Packaged Headworks System: Fine Screen and Grit Chamber
- Construct new Biolac Wave Oxidation Basin with Two Clarifiers
- Construct new Air Blower Building for Biolac Wave Oxidation Basin
- Rehabilitate Secondary Effluent & Sludge Filtrate Pump Station
- Add a Laboratory Building & Upgraded Electrical
- Install Emergency Back-up Generator
- Construct Sludge Thickening, Containment, and Drying Waste Activated Station

NADBank Sub-Agreement Requirements As Previously Presented

The NADBank Agreement came with a number of conditions that were previously presented to City Council as follows:

- **Monthly Progress Reports-** The City must submit a Monthly Progress Report that identifies project changes, status of construction contract, construction management contract and status of funding disbursements from other funding partners (CWSRF).
- **Reserve Accounts-**The following reserve accounts must be met: 1) Operation & Maintenance Reserve, 2) Reserve & Replacement Reserve, 3) Debt Service Reserve, and 4) Creation of Reserve Accounts.
- **Quarterly Financial and Operational Information Reports-** The finance department will also need to submit quarterly Financial and Operational Information Reports. The reporting period is each quarter of the City's Fiscal Year from the date the Agreement is executed. The reports to be completed are as follows: 1) Condensed Income Statement, 2) Condensed Balance Sheet, 3) Cash Flow Statement, 4) Outstanding Receivables, 5) Selected Operational Data, 6) Debt Service Coverage Ratio.

NADBank Sub-Agreement Amendment-Proposed New Condition

There is currently a gap in funding associated with construction management service costs of the HDR contract. A Sub-Agreement amendment is anticipated to cover this gap and any gap that may result from the construction bid. The EPA and NADBank have communicated additional conditions associated with pre-treatment. Some of the conditions discussed, are as follows:

- **Pre-Treatment Plan-** The City will need to establish an action plan, consistent with the City's adopted Ordinances, and to meet the outlined Ordinance objectives within established timeframes. Likely, these actions will include certification and training of City staff, education and awareness of resident and business responsibility, compliance monitoring of establishments, and other similar tasks.
- **Pre-Treatment Progress Reporting-** The City will need to submit Quarterly Progress Reports that identify Pre-Treatment Plan milestone progress.

Project Budget- As previously noted, it has been communicated via meetings (nothing formal) that NADBank would be able to absorb the identified gaps via a Sub-Agreement amendment. CWSRF funds in partnership with the anticipated BECC and NADBank fund are extremely favorable and in combination would result in a grant subsidy of sixty-seven percent (67%) of total project costs. Terms which have been communicated by CWSRF have been finalized in a formal agreement. The \$3,828,918 of project costs would remain as per the CWSRF Loan terms to be repaid over 20 years at 1.9 percent. The project is anticipated to be funded according to the Project Costs Table and Funding Sources below:

Project Costs Table & Funding Sources

TYPE OF WORK	Actual/Estimated Costs	BECC Grant Contribution	CWSRF (50/50 ¹) Contribution	CITY PORTION	NADB BEIF Sub-Agreement Grant	GAP Sub-Agreement Amendment
Planning & Environmental (CUP & grant administration)	\$45,000	\$0	\$0	\$45,000	\$0	\$0
Design Engineering (50% BECC/50% SRF)	\$697,256	\$348,628	\$348,628	\$0	\$0	\$0
Administration & Legal (legal services & bond counsel)	\$25,000	\$0	\$25,000	\$0	\$0	\$0
Procurement of Design/CM Design (\$22.9K)/CM (\$33K)	\$55,900	\$0	\$55,900	\$0	\$0	\$0
Plan Check/Design Management	\$103,500	\$0	\$0	\$103,500	\$0	\$0
Bidding (1%)	\$88,700	\$0	\$88,700	\$0	\$0	\$0
City Engineering Services (THG) ½%	\$43,300	\$0	\$43,300	\$0	\$0	\$0
Technical Services (Lee & Ro) 2%	\$177,300	\$0	\$177,300	\$0	\$0	\$0
Construction Management 12%	\$1,073,000	\$0	\$0	\$0	\$887,500	\$185,500
Construction	\$8,875,000	\$0	\$7,090,090	\$0	\$1,784,910	\$0
Contingency 10%	\$887,500	\$0	\$0	\$0	\$887,500	\$0
TOTAL	\$12,071,456	\$348,628	\$7,828,918	\$148,500	\$3,559,910	\$185,500

¹The funded amounts from the SRF constitute up to \$4,000,000 forgivable loan (grant) and remaining balance as subsidized loan.

FISCAL IMPACT

The total and most current estimated project cost for the Wastewater Treatment Plant Improvement cost is slightly over **\$12 Million** as previously noted which includes a 10% contingency. The combined financial assistance of the project is broken down by the following agencies:

\$348,628	EPA PDAP Grant (BECC)
\$3,828,918	CWSRF 1.9% Loan on 20 Year Term
\$4,000,000	CWSRF Grant
\$3,559,910	EPA BEIF Grant
\$185,500	EPA BEIF Grant via Sub-Agreement Amendment
\$148,500	City of Holtville Sewer Fund Revenue
\$12,071,456	

The Fiscal Impacts to the City are associated with the multiple reserves and debt service that have to be met for each funding partner and the continued adequate budgeting of \$148,500 from the Sewer Fund Account. Although the numbers as a whole will likely be adjusted once construction bids are received, this City's fiscal impact amount is not anticipated to change.

PENDING ACTION & RECOMMENDATION

In anticipation of a final approved bid set, It is recommended that the City Council consider the following actions:

1. Adopt Resolution 15-02 authorizing the City Engineer to advertise the bid documents for the Holtville Wastewater Treatment Plant Improvement Project.

Alternative Action:

2. Not adopt Resolution 15-02 and provide staff with alternative directive.

Should you have any questions and/or concerns regarding the information in this report, please feel free to contact me at (760) 337-3883 or Mr. Jack Holt. Your comments, written or verbal, can also be forwarded to Denise Garcia at City Hall.

Attachments: Exhibit A – Resolution 15-02

Exhibit A

RESOLUTION 15-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLTVILLE AUTHORIZING A BID ADVERTISEMENT FOR THE HOLTVILLE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT

WHEREAS, the City of Holtville is operating under a Cease and Desist order from the Regional Water Quality Control Board and has identified a Wastewater Treatment Plant Improvements Project for compliance with NPDES Permit No CA 0104361; and

WHEREAS, the City of Holtville's Application for project funding through the Border Environmental Cooperation Commission (BECC) for Planning and Design Development Assistance for the Holtville Wastewater Treatment Plant Improvement Project has been approved and received in the amount of **\$348,628**; and

WHEREAS, the City of Holtville's Application for project funding through the Clean Water State Revolving Fund (CWSRF) for Planning, Design, and Construction of the Holtville Wastewater Treatment Plant Improvement Project has been approved in the amount of **\$7,828,918**; and

WHEREAS, the City of Holtville's Application for construction funding assistance from the Border Environmental Infrastructure Fund (BEIF) Program for the Holtville Wastewater Treatment Plant Improvement Project has been approved for construction gap funding in the amount of **\$3,559,910**; and

WHEREAS, City Council has reviewed the estimated project cost including preliminary construction budget and anticipates to secure additional funding for an existing construction phase gap in the amount of **\$185,500** through the BEIF Program via a Sub-Agreement Amendment; and

WHEREAS, the bid documents for the proposed improvements have been completed by Lee & Ro and HDR to the satisfaction of the City Engineer; and

WHEREAS, the City of Holtville wishes to advertise for bids for the Holtville Wastewater Treatment Plant Improvement Project; and

NOW, THEREFORE BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF HOLTVILLE, that the City Engineer is authorized to advertise the bid request for the Holtville Wastewater Treatment Plant Improvement Project.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Holtville conducted on the 9th day of February 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ginger Ward, Mayor
City of Holtville

I, Denise Garcia, Interim City Clerk of the City of Holtville, DO HEREBY CERTIFY that the foregoing resolution was duly passed, approved, and adopted by the City Council of said City of Holtville at a regular meeting thereof held on the 9th day of February 2015, and that the same was approved by the Mayor of said City of Holtville on said date, and that the same was adopted.

ATTEST:

Denise Garcia, Interim City Clerk
City of Holtville

RESOLUTION 15-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLTVILLE
AUTHORIZING A BID ADVERTISEMENT FOR
THE HOLTVILLE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT**

WHEREAS, the City of Holtville is operating under a Cease and Desist order from the Regional Water Quality Control Board and has identified a Wastewater Treatment Plant Improvements Project for compliance with NPDES Permit No CA 0104361; and

WHEREAS, the City of Holtville's Application for project funding through the Border Environmental Cooperation Commission (BECC) for Planning and Design Development Assistance for the Holtville Wastewater Treatment Plant Improvement Project has been approved and received in the amount of **\$348,628**; and

WHEREAS, the City of Holtville's Application for project funding through the Clean Water State Revolving Fund (CWSRF) for Planning, Design, and Construction of the Holtville Wastewater Treatment Plant Improvement Project has been approved in the amount of **\$7,828,918**; and

WHEREAS, the City of Holtville's Application for construction funding assistance from the Border Environmental Infrastructure Fund (BEIF) Program for the Holtville Wastewater Treatment Plant Improvement Project has been approved for construction gap funding in the amount of **\$3,559,910**; and

WHEREAS, City Council has reviewed the estimated project cost including preliminary construction budget and anticipates to secure additional funding for an existing construction phase gap in the amount of **\$185,500** through the BEIF Program via a Sub-Agreement Amendment; and

WHEREAS, the bid documents for the proposed improvements have been completed by Lee & Ro and HDR to the satisfaction of the City Engineer; and

WHEREAS, the City of Holtville wishes to advertise for bids for the Holtville Wastewater Treatment Plant Improvement Project; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOLTVILLE, that the City Engineer is authorized to advertise the bid request for the Holtville Wastewater Treatment Plant Improvement Project.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Holtville conducted on the 9th day of February 2015 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ginger Ward, Mayor
City of Holtville

I, Denise Garcia, Interim City Clerk of the City of Holtville, DO HEREBY CERTIFY that the foregoing resolution was duly passed, approved, and adopted by the City Council of said City of Holtville at a regular meeting thereof held on the 9th day of February 2015, and that the same was approved by the Mayor of said City of Holtville on said date, and that the same was adopted.

ATTEST:

Denise Garcia, Interim City Clerk
City of Holtville



4

MEETING DATE:	2/9/15
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

cc staff report

Report #4

To: Nicholas Wells, City Manager
Holtville City Council

From: Justina G. Arce, Planner

Meeting Date: February 09, 2015

Project: Sustainable Communities Planning Grant & Incentives Program
Grant Administration & Procurement Services

Summary:

Project:	Sustainable Communities Planning Grant
Project Location:	City Limit and Sphere of Influence
Pending Action:	Delegation of Grant Administration Services & Procurement Assistance Services
Zoning:	Multiple Zones
General Plan:	Subject Matter
Environmental:	NA for this Action

INTRODUCTION AND BACKGROUND

The Sustainable Communities Planning Grant is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. The purpose of the program is to assist local governments in meeting the challenges of adopting land use plans and integrating strategies to transform communities and create long term prosperity. The City was awarded \$253,000 for the General Plan and Service Area Plan Update and related services. The City has been anticipating a Grant Agreement since award notification was issued on June 6th of 2014. Due to changes in State staff the issuance of a grant agreement was significantly delayed. The subject matter of this report is to consider delegation of grant administration and procurement services which would be eligible for grant reimbursement as noted in this staff report.

ISSUES FOR DISCUSSION

Project Status

The Grant Agreement was received on January 13, 2015 and executed by the City Manager on the 15th of January, as authorized by Resolution 14-01, before distribution back to the State. During the significant lapse of time between award and agreement issuance, three critical changes occurred: #1) There was a slight reduction in funding in the amount of \$4,186 for a final grant amount of \$248,836, #2) the original performance and milestone schedule that had been submitted was outdated and needed revision, and #3) the City had received an updated Service Area Plan, that although not all inclusive with preferred information, does facilitate future updates.

City staff modified the project budget to reflect the reduction in funds and updated the schedule through the end of 2016. The slightly modified budget shifted some of the Service Area Plan funds to budget for the General Plan. The modified funding increases the amount of funds budgeted for the General Plan by \$20,000 given that the Housing Element will need major changes due to HCD policy changes and also considering the modest updates to the City's Service Area Plan currently in progress. Please see the budget section for more information.

The State informed the City on January 2, 2015, that the Grant Agreement had been officially executed by the State and that the City could begin procurement and incurring costs. Some of the initial services that will be required by the grant are grant administration services, setting up time logs for in-kind documentation, and preparation of contract documents to State requirements.

Scope of Services-Grant Administration

Grant administration services include project planning, management, and monitoring as required by the Grant Agreement under the **Department of Conservation Grant Agreement 3014-615**. Professional planning and grant administrative services may be provided to the City as described under the existing 2008 Master Agreement between the City of Holtville and The Holt Group. Any delegation of services would be subject to that Master Agreement. Specific terms and conditions required under this grant would be fully complied with and include, but are not be limited to, file maintenance, periodic grant reporting, grant budgeting, fund draws, staff reports, and coordination of deliverables to the State. The amount of funding available for Grant Administration Services shall not exceed \$7,500, and all reimbursement requests must document hourly costs.

Scope of Services-Procurement Assistance

Procurement assistance includes finalization of RFP, coordination of advertisement, evaluation of proposals received for minimum standards, drafting of contract documents to include State required language, coordination of review from City Attorney and selected firm, and preparation of staff reports as may be requested. The amount of funding available for Procurement Services shall not exceed \$5,000, and all reimbursement requests must document hourly costs.

Project Budget

The budget, as approved by the State, and part of the State Grant Agreement is as follows:

Budget Line Item	Total Project Budget	City Match	Grant Administration, Procurement & Legal Services	General Plan Budget/ Contract	Service Area Plan Budget/ Contract
Grant Administration	\$7,500		\$7,500		
In-Kind (Staff Time)	\$2,000	\$2,000			
Supplies (Meetings)	\$500		\$500		
Legal Advertisements	\$2,400		\$2,400		
Procurement	\$5,000		\$5,000		
Legal Services	\$2,600		\$2,600		
Environmental (1)	\$40,000	\$40,000			
Public Workshops	\$6,000			\$6,000	
General Plan	\$164,000			\$164,000	
Service Area Plan	\$60,836				\$60,836
	\$290,836	\$42,000	\$18,000	\$170,000	\$60,836

¹To Be RFP'd or may be assigned under General Service Contract at a future date.

FISCAL IMPACT

The pending action associated with Grant Administration and Procurement Assistance Services has no direct impact to the City's budget as these costs are entirely covered expenses through the grant. The proposed contract for professional services contracted is to be drafted as a "Not to Exceed" contract, thus no additional costs would be incurred.

The project as a whole, does have a fiscal impact to the City's budget and on City staff time. The City's fiscal impact is \$2,000 of value in the form of in-kind services from the City Manager and the City Clerk as time allocated in services towards any phase of this project including meetings, document review, and consultant selection. This time must be documented in a time card and calculated at the respective hourly rate including benefits. An additional \$40,000 was budgeted by the City for preparation of Environmental Impact Report for the General Plan as committed in the Grant Application.

RECOMMENDATION AND PENDING ACTION

It is recommended that the City consider the following actions:

1. Delegate the contract for grant administration and procurement services to The Holt Group, Inc. under the existing Master Agreement and attached Sub-Agreement in an amount not to Exceed \$12,500.00, or
2. Provide directive to the City Manager to obtain proposals from other firms that extend Grant Administration services, or
3. Provide alternative directive to staff.

Attachment: Draft Sub-Agreement

**SUB-AGREEMENT FOR
PROFESSIONAL PLANNING & GRANT ADMINISTRATION SERVICES
UNDER THE
DEPARTMENT OF CONSERVATION, DIVISION OF LAND RESOURCE PROTECTION,
SUSTAINABLE COMMUNITIES PLANNING GRANT**

THIS PROFESSIONAL SERVICES SUB-AGREEMENT ("Sub-Agreement") is entered into, and effective on **February 9, 2015**, between the CITY OF HOLTVILLE, a municipal corporation, ("City") and THE HOLT GROUP, INC. a California Corporation ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. The City determined that there is a need for On-Call Professional Services for various on-call consultant services including Planning and Grant Administration Services ("Project") and entered into a Master Agreement dated September 8, 2008 and marked **Exhibit A**, attached hereto and by this reference incorporated.

B. The City desires to engage Consultant to provide Planning and Grant Administration Services by reason of its qualifications and experience listed under the Master Agreement for performing such services, and Consultant has offered to provide the required services on the terms and manner set forth herein and as required by the funding agency.

D. The Consultant represents that it has examined the Grant Agreement and its conditions and is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as described in this Sub-Agreement.

E. The City desires to retain Consultant to provide Planning and Grant Administration Services in relation to projects funded under the Sustainable Communities Planning Grant Program. In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 General Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services required by the Sustainable Communities Planning Grant incorporated as **Exhibit B**. As a material inducement to the City entering into this Sub-Agreement, Consultant represents and warrants that Consultant is a provider of highly qualified work and professional services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required in this Sub-Agreement. For purposes of this Sub-Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances and the expectation of the funding agency.

1.2 Task Order Request. The City hereby issues this sub-agreement to the Master Agreement (Service Agreements) for planning and administrative tasks required of the City under the **Department of Conservation Grant Agreement 3014-615** for the purpose of providing professional planning and grant administrative services as required under the grant terms and conditions and in order to carry out the grant objectives. Services shall

include, but not be limited to grant reporting, grant budgeting, procurement assistance, fund draws, staff reports, and meeting attendance.

1.3 Contract Documents. The Sub-Agreement between the Parties shall consist of the following: (1) the Master Agreement; (2) the Department of Conservation Grant Agreement 3014-615, and (3) this Service Sub-Agreement (collectively referred to as the "Contract Documents"). The City's Master Agreement and Grant Agreement both attached as Exhibits "A" and "B", respectively shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the City's Grant Agreement with the State; (2nd) the terms of this Sub-Agreement; and, (3rd) the Master Agreement.

1.4 Compliance with Law. Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations. Consultant shall at all times ensure that Project complies with the California Environmental Quality Act.

1.5 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Sub-Agreement and as further noted in the Master Agreement.

1.6 Familiarity with Work. By executing this Sub-Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Sub-Agreement.

1.7 Care of Work. Consultant shall adopt reasonable methods during the term of the Sub-Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Sub-Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.9 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Sub-Agreement, to request extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any greater increases, occurring either separately or cumulatively, must be approved by the Holtville City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Total Compensation. Compensation for services rendered under this Agreement pursuant to the description of work as set forth above, shall be per the attached Schedule of Compensation Exhibit "C" as follows:

- A. Planning & Grant Administration Services shall be billed hourly and not to exceed \$7,500
- B. Procurement Assistance for project delivery shall be billed hourly and not to exceed \$5,000

2.2 Fees for Additional Services. Consultant fees for additional services shall be billed on an hourly basis at Consultants current standard rates. Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as **Exhibit "C"** and incorporated in this Sub-Agreement by reference. The scope and cost of additional services must be agreed to in writing and be subject to the terms and conditions of the Sub-Agreement.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (**Exhibit "C"**), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Manager and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Sub-Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

- A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Sub-Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Sub-Agreement. Consultant shall comply with the funding agency reporting schedule and shall manage the project to ensure completion is within the grant term and no later than thirty (30) months after the Grant Start date. Consultant shall not incur costs pursuant to this Sub-Agreement prior to Grant Start date nor past the Grant End Date. Consultant shall submit all documentation for Project completion and final reimbursement of all contractors within ninety (90) days of Project completion, but in any event no later than thirty-six (36) months after Sub-Agreement execution date.

3.2 Schedule of Performance. Consultant shall commence the Services under this Sub-Agreement upon execution. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, however, the City shall not be obligated to grant such an extension and net time shall it exceed the grant term. Important Milestones are as follows:

- A. Grant Administration: Consultant shall submit periodic progress reports, and completion of invoices and payment requests per Grant Agreement guidelines. Consultant shall further draft reports to City Management and City Council as necessary.
- B. Contractor Selection for General Plan and Service Area Plan Completion: Consultant shall assist in the development of the Request for Proposal and ensure the publishing and selection of proposals are compliant.

C. **Public Outreach:** Consultant shall review Public notices for workshops and public hearings to ensure compliance and adequacy.

D. **General Plan Update:** Consultant shall coordinate information gathering, public review and adoption of General Plan Update.

E. **Service Area Plan Update:** Consultant shall coordinate information gathering, public review and adoption of Service Area Plan Update.

F. **Environmental Compliance:** Consultant shall ensure that environmental documents comply with CEQA and that they are properly noticed and filed.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Sub-Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to: acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement under this section.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Sub-Agreement: **Justina G. Arce, Senior Planner/Project Manager**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Sub-Agreement. Therefore, the foregoing principal shall be responsible during the term of this Sub-Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign full or partial performance of this Sub-Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, the insurance described in the Master Agreement and summarized below. The insurance shall be for the duration of this Sub-Agreement and includes any extensions, unless otherwise specified in this Sub-Agreement.

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Sub-Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate.

B. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Sub-Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California.

C. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Sub-Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. **Business Automobile Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Sub-Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Sub-Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The provisions under the Master Agreement shall further continue to apply under this Sub-Agreement:

5.4 Sufficiency of Insurers. Insurance required in this Sub-Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Sub-Agreement shall be delivered to the City Clerk.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands,

orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Sub-Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Sub-Agreement be construed to limit Consultant's indemnification obligation or other liability under this Sub-Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Sub-Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Sub-Agreement.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall establish an official file for the Project. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Sub-Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Sub-Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall submit to the State Department Quarterly Progress Reports, Annual Progress Reports, and a Final Report. Consultant shall complete required templates in their entirety, which shall be provided by California Department of Conservation, Division of Land Resource Protection, as agreed upon in Grant Agreement. Quarterly Progress Reports shall conform to the provided templates and shall justify the invoice items and charges, and indicate the percentages of work completed and the percentage of funds invoiced. Consultant shall submit all reports within the deadlines specified by the State Department.

The Final Report shall conform to the program guidelines and direction to submit a final, comprehensive record comprised of all work-products generated by the grant funds including a summary of all submitted quarterly and annual progress reports. The report's narrative shall describe the Project's overall progress and accomplishments, strategies for implementation, including a timeline for implanting the Project's plan, barriers to success, and index of reports and deliverables.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Sub-Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Sub-Agreement.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Sub-Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Sub-Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Sub-Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties

during the term of this Sub-Agreement and for a period of three (3) years from the date of final payment by City hereunder.

7.6 Time Spent Consultant shall maintain reports or other detailed records (e.g. activity logs or timesheets) documenting time spent by each employee whose work in support of this Sub-Agreement is billed. Consultant shall maintain records that identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of actual time spent, rather than that which was planned or budgeted. Submitted timesheets shall contain the signature of both the person(s) being paid, and their direct supervisor. Consultant must further ensure that all other contractors engaged in the project submit and maintain adequate records.

8. ENFORCEMENT OF SUB-AGREEMENT

8.1 California Law and Venue. This Sub-Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Sub-Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Sub-Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Sub-Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Sub-Agreement. The caption headings of the various sections and paragraphs of this Sub-Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Consultant. Consultant's failure to comply with any provision of this Sub-Agreement shall constitute a default and notification and termination shall be done per the manner set forth in the Master Agreement.

8.4 Waiver. No waiver of any provision of this Sub-Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Sub-Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Sub-Agreement be construed as changing the terms of this Sub-Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Sub-Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Sub-Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Sub-Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Sub-Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other

relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Sub-Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any direct or indirect financial interest in this Sub-Agreement nor shall any such officer or employee participate in any decision relating to the Sub-Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Sub-Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Sub-Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. TERM OF SUB-AGREEMENT

10.1 Effective Date. Unless earlier terminated under this Sub-Agreement, this Sub-Agreement shall commence upon the executed date of this Sub-Agreement and continue in full force and effect until completion of the Services. The Sub-Agreement will be valid for thirty (30) months and may be extended by mutual consensus and amendment to Sub-Agreement. However, the term shall not exceed three (3) years (thirty six months) from the commencement date of the Grant Agreement.

10.2 Termination Prior to Expiration of Term. City may terminate this Sub-Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Sub-Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Sub-Agreement. Upon termination of the Sub-Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Sub-Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

11. MISCELLANEOUS PROVISIONS

11.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise and as further described in the Master Agreement.

11.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Holtville
Attention: City Manager & City Clerk
121 W. 5th Street, Holtville, California 92250
Telephone: (760) 351-2912
Facsimile: (760) 323-8332

To Consultant: The Holt Group, Inc.
Attention: James G. Holt – Secretary/CFO
1601 N. Imperial Avenue, El Centro, California 92243
Telephone: (760) 337-3883
Facsimile: (760) 337-5997

11.3 Integrated Sub-Agreement. This Sub-Agreement along with the Master Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Sub-Agreement.

11.4 Amendment. No amendments or other modifications of this Sub-Agreement shall be binding unless through written Sub-Agreement by all Parties.

11.5 Severability. Whenever possible, each provision of this Sub-Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Sub-Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Sub-Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Sub-Agreement meaningless.

11.6 Successors in Interest. This Sub-Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

11.7 Third Party Beneficiary. Except as may be expressly provided for in this Sub-Agreement, nothing contained in this Sub-Agreement is intended to confer, nor shall this Sub-Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Sub-Agreement.

11.8 Recitals. The above-referenced Recitals are hereby incorporated into the Sub-Agreement as though fully set forth in this Sub-Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Sub-Agreement, by the same.

11.9. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Sub-Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Sub-Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Sub-Agreement, the Party for which he or she is signing is formally bound to the provisions of this Sub-Agreement, and (iv) the entering into this Sub-Agreement does not violate any provision of any other Sub-Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Sub-Agreement as of the dates stated below.

"CITY"
City of Holtville

Date: _____

By: _____
Nicholas D. Wells, City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Steven Walker, City Attorney

By: _____
Denise Garcia, Interim City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Resolution No. _____

CONSULTANT NAME:

The Holt Group, Inc.
Attention: James G. Holt – Secretary/CFO
1601 N. Imperial Avenue, El Centro, California 92243
Telephone: (760) 337-3883
Facsimile: (760) 337-5997

By _____
James G. Holt, Secretary/CFO

EXHIBIT A
Master Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 8th day of September, 2008, by and between the City of Holtville, an incorporated City within the County of Imperial, hereinafter called "City", and the Holt Group, Inc., a California Corporation, hereinafter called "Engineer".

WITNESSETH

WHEREAS, City desires to enter into an agreement for contract engineering and planning services which may include surveying, engineering, document reproduction, and planning services; and

WHEREAS, City desires to retain a California licensed Civil Engineer to act in the official capacity of City Engineer for the City of Holtville; and

WHEREAS, City desires to retain a qualified planner to act in the official capacity of City Planner for the City of Holtville,

NOW, THEREFORE, City, Engineer and Planner hereby agree as follows:

SECTION 1:

City hereby retains Engineer as the City Engineer and Planner as the City Planner for the City of Holtville.

SECTION 2:

Engineer and Planner agree to provide professional services to the City according to the detailed Scope of Services labeled Exhibit "A", and attached hereto, and hereby made a part of this Agreement.

SECTION 3:

The City hereby agrees to compensate Engineer and Planner for professional services rendered according to the compensation schedule labeled Exhibit "B", attached hereto and hereby made a part of this Agreement. Preliminary Engineering, Design Engineering, Bidding Services, Construction Engineering and Inspection Services shall be lump sum fixed fee based upon a percentage of the total project cost or by hourly rate as approved by the City. Planning services shall be lump sum fixed fee or hourly rate based as approved by the City.

SECTION 4:

The City hereby acknowledges that Engineer and Planner are independent contractors and are not employees of the City.

SECTION 5:

Engineer and Planner agree to carry general liability insurance and professional errors and omissions insurance with total limits of at least \$1,000,000 with the City to be named as additional insured.

SECTION 6:

Engineer represents that Mr. James G. Holt, P.E., is a registered Civil Engineer, licensed in the State of California, and that said Engineer has a current Civil Engineering License, RCE Number 31,773, and will continue to maintain a valid engineering license at all times during the term of this Agreement.

SECTION 7:

Planner represents that Justina Gamboa Arce is a degreed planner in the State of California and will serve as City Planner. Planner represents that Lindsay Holt is an AICP Certified Planner in the State of California and will act as alternate planner.

SECTION 8:

The City shall furnish to Engineer all maps, survey data, soils reports, engineering drawings, aerial photos and any other such data as may be applicable to specific projects and that are in possession of the City. The City shall furnish to Planner all Grant Administration records, zone change, conditional use permit, code enforcement documents, building permitting and policy/code/ordinance adoption documentation.

SECTION 8:

Engineer and Planner shall attend all conferences and meetings, complete site visits, and complete inspections as required by the City. Such meetings may be with a variety of agencies including the EPA, State Office of Drinking Water Standards, EDA, CDBG, EDBG, Caltrans, HUD, BECC, USDA, State Department of Fish and Game, State Department of Parks and Recreation, Southern California Association of Governments, Imperial Valley Association of Governments, IVAG Technical Advisory Committee, Imperial County Planning and Development Services and other agencies, for specific improvement projects.

SECTION 9:

Engineer shall check and approve all shop drawings as submitted by contractors for specific improvement projects. The fee for checking shop drawings shall be included in the construction engineering fee.

SECTION 10:

Engineer shall not be responsible for geotechnical engineering and subsurface investigations. The City shall retain a qualified soils consultant and testing laboratory to conduct such subsurface tests and geotechnical reports, and shall provide the report to the Engineer during the design phase of a project.

SECTION 11:

Engineer shall provide construction engineering and inspection services, which shall include construction staking, resident engineering and project inspection services as determined by the City.

SECTION 12:

Engineer shall be responsible for researching right of way requirements and shall conduct field surveys, measurements and computations. Engineer shall prepare the right of way maps and legal descriptions for right of ways and easements required by the City.

SECTION 13:

Engineer shall prepare and keep all records pertaining to projects under control of Engineer. Subject Records shall be made available for inspection by Federal and State governmental agencies during regular business hours at the principal office of Engineer. The Engineer shall provide original copies of records as requested by the City in accordance with Exhibit "B" and Exhibit "B-1" of this document. Engineer shall maintain all project records for at least a three-year period. The City shall be consulted prior to the destruction of any City of Holtville records by the Engineer.

SECTION 14:

Allowable elements of cost for Federally-funded projects shall be controlled by the Federal Acquisition Regulations contained in *Title 48, CFR 31*, and Engineer and Planner agree to abide by subject regulations.

SECTION 15:

The Engineer and Planner warrant that he/she has not employed or retained any company of person, other than a bona fide employee working for the Engineer, to solicit or secure this

Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award of formation of this Agreement. For breach or violation of this warranty, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 16:

Engineer agrees that all design work shall be completed to applicable engineering design standards to conform to the requirements of the Federal or State agency providing funding for the project. Planner agrees that all planning work shall be completed to applicable planning standards to conform to the requirements of the Federal or State agency providing funding for the project.

SECTION 17:

Engineer shall provide to the City, plans, specifications, auxiliary report documents and estimates for review and approval prior to the City considering the project to be advertised for bidding. Planner shall provide to the City, funding agency documentation for review prior to the City considering the project for funding eligibility.

SECTION 18:

Engineer and Planner acknowledge that all tracings, plans, specifications, maps, basic survey notes, and sketches, charts, computations, funding agency applications, conditional use permits, environmental planning documents and other data prepared or obtained under this Agreement are the property of the City and may be used by the City without limitation. The City shall compensate the Engineer or Planner for the cost of reproducing or copying documents per the Engineer's attached Hourly Rate Schedule. The Consultant shall retain the original documents at the Office of the Engineer and Planner.

SECTION 19:

The City hereby permits Engineer and Planner to copyright the plans, specifications, estimates, design reports and any other documents completed under this Agreement, if Engineer so elects. However, the Federal Highway Administration, Caltrans, the Environmental Protection Agency and other governmental agencies shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

SECTION 20:

The City, Engineer and Planner recognize that changes in the scope, character, or complexity of the work may occur, and if so, such change may be desirable in the interests of the City. Engineer, Planner and City may mutually agree to change the scope, character or complexity of any project. Engineer shall be entitled to additional reasonable compensation if revisions to plans, specifications and estimates are needed, or if the project schedule changes and Engineer is required to extend resident engineering and inspection services on the project. The additional compensation shall be negotiated and shall follow Caltrans and FHWA guidelines. In the event it becomes essential that changes to the work scope be made immediately, Engineer is hereby authorized to implement such changes with the approval of the City's City Manager. A supplemental professional services agreement shall be executed by the City and Engineer as soon as practicable after the work scope change is completed.

SECTION 21:

The City, Engineer and Planner recognize that delays may occur which are beyond the control of the Engineer and Planner. Such delays may be caused by weather, earthquake, floods, labor strike or other factors. Engineer and Planner shall be entitled to additional reasonable compensation in the event the project schedule is extended due to unforeseen delays and subsequent project schedule extensions.

SECTION 22:

In the event Engineer or Planner terminates or abandons the project, the City shall be entitled to keep all plans, specifications, estimates and other products which are partially completed. Engineer and Planner shall be compensated for the partially completed work according to the percentage of work that is completed.

SECTION 23:

If Engineer or Planner shall fail to perform under the terms of this Agreement, the City shall have the right to remedy the default utilizing any legal means, including bringing lawsuit against Engineer or Planner, for damages and breach of the Agreement. Engineer and Planner shall also have the right to bring lawsuit against the City, if the City breaches this Agreement due to non-payment to Engineer and Planner for services performed, or for other breaches of the terms of this Agreement. The prevailing party shall be entitled to recover reasonable damages and attorney's fees.

SECTION 24:

Any lawsuit filed for breach of this Agreement by either the City, Engineer or the Planner, shall be filed in Imperial County, California, according to the laws of the State of California.

SECTION 25:

If the City, Engineer or Planner has a dispute regarding the nature or scope of the work to be completed by Engineer or Planner, the Engineer, Planner and the City agree to meet and confer regarding the dispute and to make a good faith effort to resolve the dispute on mutually agreeable terms. If agreement on the dispute cannot be obtained, Engineer, Planner and the City agree to retain a neutral arbitrator acceptable to both parties and to split the cost evenly for the services of the arbitrator. The subject arbitration shall not be binding unless it is acceptable to the City, Engineer or Planner.

SECTION 26:

Engineer and Planner agree to indemnify and hold harmless the City, its elected officials and employees from all claims and liabilities filed by third parties as a result of the negligent acts of the Engineer or Planner, or the Engineers and Planners agents, employees or subcontractors.

SECTION 27:

Engineer and Planner agree to comply fully with all applicable State, Federal and local laws regarding wages, labor rates and labor laws. Engineer and Planner shall provide worker's compensation insurance and shall pay required rates of pay to all employees, agents and subcontractors. Engineer shall comply with prevailing wage rates and their payment in accordance with *California Labor Code Section 1775*.

SECTION 28:

This Agreement anticipated the personal professional services of James G. Holt, P.E., the Secretary/Chief Financial Officer and a principal owner of The Holt Group, Inc. Therefore, this Agreement shall not be transferred or assigned to any third party engineer or firm. Engineer and Planner shall be allowed to utilize sub-consultants upon the written approval of the City of Holtville; however, all sub-consultants shall be approved in writing by the City. Any sub-consultant contract shall contain all the provisions of this master agreement.

SECTION 29:

Engineer shall wet sign all plans, specifications, estimates and contract documents and shall affix the Engineer's stamp to all documents which outlines the Engineer's Civil Engineer registration number and the expiration date of the Engineer's registration.

SECTION 30:

Engineer shall give consideration to DBE firms for utilization of these firms as sub-consultants and subcontractors as specified in *23 CFR 172.5 (E)*. Engineer shall present evidence of a "good faith" effort to include certified DBE firms in the work.

SECTION 31:

Engineer shall furnish two (2) complete sets of plans, specifications, estimates and contract documents to the City for review and approval. The initial two (2) sets of documents are included in the fee for engineering design services. Additional copies for bidding purposes shall be prepared and billed to the plan holders at no cost to the City of Holtville. Additional sets or plans, specifications, estimates and contract documents shall be provided to the City per Exhibit "B-1" attached to this document.

SECTION 32:

The Engineer and Planner shall invoice the City monthly on the 1st day of each month for services performed the previous month. The City shall remit payment to Engineer and Planner within twenty (20) days of receipt of invoice. Progress payments are anticipated and are allowed under this Agreement for partially completed work

SECTION 33:

This agreement shall become effective on the dated outlined above and shall be in full force and effect for a period of three (3) years through September 8, 2011. This Agreement shall remain in effect thereafter for one (1) year periods of time unless written notice by either party is given sixty (60) days prior to the annual agreement date. The annual agreement date of this Agreement shall be September 8, 2008.

SECTION 34:

All legal notices, lawsuits, correspondence and termination letters, if any, shall be addressed to Engineer and City at the following addresses:

ENGINEER

Mr. James G. Holt, P.E.
Secretary/Chief Financial Officer
THE HOLT GROUP, INC.
1601 North Imperial Ave
El Centro, Ca 92243

CITY

Ms. Laura Fischer
City Manager
CITY OF HOLTVILLE
121 West Fifth Street
Holtville, Ca 92250

SECTION 35:

If any section or sections of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining sections shall continue to remain in full force and effect.

SECTION 36:

The City's Contract Administrator for this Engineer and Planner Agreement is the City Manager for the City of Holtville.

SECTION 37:

Engineer and Planner recognize that time is of the essence in completing City projects. Engineer and Planner shall proceed with design work and planning work for City projects within ten (10) days of receiving authorization to proceed from the City Manager.

SECTION 38:

The City Engineer and City Planner (not a Staff member) shall attend the City Council meetings. The City of Holtville shall not be charged a fee for the attendance of the Council meetings.

THIS AGREEMENT shall become effective on September 8, 2008, after the approval signatures are affixed to this document as outlined below:

APPROVED FOR CITY:


LAURA FISCHER
City Manager
CITY OF HOLTVILLE

APPROVED FOR ENGINEER:


JAMES G. HOLT, P.E.
Secretary /Chief Financial Officer
THE HOLT GROUP, INC.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


STEVE WALKER
City Attorney

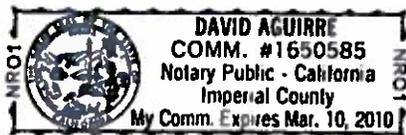
STATE OF CALIFORNIA }

COUNTY OF IMPERIAL }

On September 9, 2008, before me David Aguirre, Notary Public, personally appeared, JAMES G. HOLT, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.





CERTIFICATION OF ENGINEER

I HEREBY CERTIFY that I am the Secretary/Chief Financial Officer and duly authorized representative of the firm of THE HOLT GROUP, INC., whose address is 1601 North Imperial Avenue, El Centro, Ca 92243, and that, except as hereby expressly stated, neither I or the above firm that I represent have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this Agreement; nor
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor,
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me above or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE: September 9, 2008



JAMES G. HOLT, P.E.
Secretary/Chief Financial Officer
THE HOLT GROUP, INC.

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the City Manager of the CITY OF HOLTVILLE, and that the consulting firm of THE HOLT GROUP, INC., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a) Employ, retain, agree to employ or retain, any firm or person, or;
- b) Pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DATE: September 9, 2008



LAURA FISCHER
City Manager
CITY OF HOLTVILLE

EXHIBIT 'A'
ENGINEERING AND PLANNING SCOPE OF SERVICES
CITY OF HOLTVILLE/THE HOLT GROUP

- I. The Holt Group, Inc. shall provide the following professional services to the City of Holtville while acting in the official capacity of "City Engineer" and "City Planner" for said City.
 - A. Design Services, Field Surveying, and Preliminary Engineering
 1. Prepare Project Study Reports (PSR's) and Preliminary Engineering Reports.
 2. The Engineer shall prepare all plans, specifications, estimates and contract documents for public works projects involving streets, pedestrian facilities, transportation facilities, water and sewer line extensions and expansions, water and wastewater facility design and expansion and other related projects as directed.
 3. Prepare CEQA and NEPA environmental documentation as required.
 4. Prepare right of way maps, legal descriptions and certifications.
 - B. Bidding Services
 1. Engineer shall assist in advertising the Project for Bidding.
 2. Engineer shall assist City in the bidding of the Project as required.
 3. Engineer shall maintain a current Plan Holder List.
 4. Engineer shall contact Contractors, Subcontractors and Material Suppliers concerning projects.
 5. Engineer shall conduct Pre-Bid Conferences and prepare Pre-Bid Conference Memorandum.
 6. Engineer shall prepare all project addendum(a).
 7. Engineer shall assist City in the opening of proposals.

8. Engineer shall assist in evaluation of the bids and prepare a recommendation letter for award of contract for presentation before the City of Holtville City Council.

C. Construction Engineering and Inspection

1. Perform field surveying and survey calculations to set horizontal and vertical control and outline topography.
2. Perform construction staking prior to start of construction.
3. Check grades and alignments during construction.
4. Inspect material and construction methods during construction.
5. Review and approve testing data for compaction tests, soils tests, asphalt mix design, aggregate base and concrete strength.
6. Inspect project during construction to ensure conformance with plans and specifications.
7. Review contractor certified payrolls and labor compliance.
8. Process contractor payment requests and change orders.
9. Review submittal documents for equipment and material to be supplied for a project.
10. Complete as-built plans when construction is complete.
11. Interface with and represent the City in meeting with Caltrans, FHWA, Imperial County and other agencies.
12. Conduct Pre-Construction Conference.
13. Conduct periodic Construction Meetings for large-scale projects.
14. Prepare and distribute correspondence regarding meetings and construction-related matters.
15. Obtain photographs of the project.
16. Public Works Projects – Prevailing Wage and Labor Standards Compliance.

D. Meeting Attendance and Reports

1. Engineer shall attend City Council meetings when an Engineering items is contained within the Agenda, or as directed by the City Manager.
2. Engineer shall submit written correspondence to the City Staff and Council during the Design, Bidding and Construction phases of a project.
3. Engineer shall attend meetings with Caltrans, Imperial County Public Works, Imperial Irrigation District, EPA, USDA, EDA and other agencies as required for specific projects in which Engineer is involved.

E. Plan Review

1. Engineer shall review and approve improvement plans and record maps submitted by other firms for various projects in the City and shall sign the plans as "City Engineer".
2. Engineer shall check plans for conformance with City design standards and ordinances and shall submit redlined plans to designer for appropriate corrections.
3. Engineer shall maintain at least one (1) set of approved plans for all City projects in his El Centro office.
4. Engineer shall review all subdivision tract maps, parcel maps, lot line adjustments, lot mergers, annexation maps, legal descriptions and improvement plans and shall approve same as City Engineer.

F. Planning Services

1. Assistance with the preparation and processing of Annexations.
2. Review of developers Environmental Impact Reports, Specific Plans and Environmental documents.
3. Grant Writing Services.
4. Grant Administration/Monitoring Services
5. Land Use Planning Services (General Plan Amendments/Zone Changes/Conditional Use Permits)
6. Environmental Planning Services (Exemptions, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports).

7. Nuisance Abatement and Code Enforcement Services.
8. Building/Site Plan Reviews
9. Cost Recovery Development Impact Fee Services
10. Policy Development/Code/Ordinance Adoption Services
11. Demographic/Statistical Analysis Services
12. Department of Health Services State Certified Lead Inspector/Risk Assessor Services

EXHIBIT 'B'
COMPENSATION
CITY OF HOLTVILLE/THE HOLT GROUP

A. For Preliminary Engineering Design and Design Engineering, To Include Plans, Estimates, Specifications and Contract Documents:

Lump sum fixed fee based upon a percentage of project cost per ASTM Cost Curve "A" approved compensation percentage or hourly rate fee based on the hours worked by the Holt Group Staff. The method of payment shall be decided by the City of Holtville City Council and City Staff.

B. Bidding Services:

Per agreed lump sum based upon percentage of the cost of constructing the project.

C. For Construction Engineering and Inspection:

Hourly rate fee based upon the hours worked by the Holt Group Staff per the Annual Hourly Rate Schedule of the Holt Group, Inc. for minor projects. An agreed lump sum based upon percentage of the cost of constructing the project for major projects.

D. For Meeting Attendance and Reports:

Fee will be hourly based upon the current Holt Group compensation schedule which is outlined herein as Exhibit B-1". Compensation schedules are adjusted on January 1st of each year. The annual compensation schedule shall be reviewed and approved by the City Manager.

E. For Plan Review Services:

Fee will be hourly based upon the latest Holt Group compensation schedule which is attached as Exhibit "B-1". Compensation schedules are adjusted on January 1st of each year. The annual compensation schedule shall be reviewed and approved by the City Manager.

F. Reimbursables:

Reimbursables expenses include telephone, fax machine, xerox copies, copies of plans, specifications and contract documents, and automobile mileage according to

Reimbursable Fee Schedule which is attached as Exhibit "B-1". Compensation schedules are adjusted on January 1st of each year. The annual compensation schedule shall be reviewed and approved by the City Manager.

G. For Planning Services:

Hourly rate fee based upon hours worked by The Holt Group Staff per the Annual Hourly Rate Schedule of The Holt Group, Inc. for minor projects. A lump sum based upon a mutually agreed to figure between the City and The Holt Group, Inc. for major projects.

EXHIBIT B
State Grant Agreement

GRANT AGREEMENT

Terms and Conditions

This grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the California Strategic Growth Council (COUNCIL), and the City of Holtville (GRANTEE) (collectively PARTIES).

I. RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, and 75129 authorize the COUNCIL to manage and approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant Program Guidelines released and dated December 6, 2013; and

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and administered by the DEPARTMENT is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate \$90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits; and

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Community Planning Grant and Implementation Program Guidelines approved by the COUNCIL, dated December 6, 2013; and

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement; and

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for \$248,836 to be expended on the creation of the sustainable community plan described in this Grant Agreement and the exhibits which are incorporated in and attached to it;

NOW, THEREFORE, the PARTIES agree as follows:

II. DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
2. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the DEPARTMENT prior to award.
3. The term "Application Guidelines" means the Sustainable Planning Grant Program Guidelines dated December 6, 2013.

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

4. The term “Grant” or “Grant Funds” means the money provided by the COUNCIL to the GRANTEE in this Grant Agreement.
5. The term “Project” means the sustainable community planning project to be completed by GRANTEE as described in the Application and exhibits incorporated in and attached to this Grant Agreement.
6. The term “Work Plan” means the description or activity of work to be accomplished and the timeframe for completing described work by the GRANTEE as further described in Exhibit A.
7. The term “Project Budget” means the State approved cost estimate included as Exhibit B to this Agreement.
8. The term “Public Agency” means any State of California department or agency, a county, city, public district or public agency formed under California law.

III. GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE’S submitted Work Plan and Budget, included in, and attached to this Agreement as Exhibits A and B.
2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.
3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date, which constitutes the Grant End Date.
4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Authoritative Body for the GRANTEE has endorsed GRANTEE’S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Work Plan and Schedule of Deliverables, Detailed Budget and Payment Provisions, the General Terms and Conditions, Special Terms and Conditions and Certificates of Compliance, which are attached to this Grant Agreement as Exhibits A-D.
5. The PARTIES agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.
6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement.
7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to: Department of Conservation, Division of Land Resource Protection, Attn: _____, SCPGIP Grant Administrator, 801 K Street, MS 18-01, Sacramento, CA 95814 or at: SGCSustainablecommunities@conservation.ca.gov.

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

IV. PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed \$248,836 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.
2. GRANTEE shall furnish any and all additional funds that may be necessary to complete the Project.
3. GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event more than thirty-six (36) months beyond the agreement execution (start) date.
4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.
5. GRANTEE shall provide quarterly progress reports, annual progress reports, final exit interviews, and completed deliverables in accordance with the approved Work Plan as provided in Exhibit A, and in accordance with the reporting requirements outlined in Exhibit D.
6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

V. MODIFICATIONS, AMENDMENTS, AND EXTENSIONS

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to, and signed by both PARTIES, as noted in Section III-3. An amendment will only be authorized if it furthers the purpose of the grant as awarded and will, in the discretion of the Department, further the interests of the state.
2. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
3. Changes to budget line item revisions of less than \$1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall provide prior written notification to the Grant Manager before making such changes. All change notifications shall be made in writing and include a description of the proposed change and the reasons for the change.
4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Work Plan per Exhibit A. Changes in Work Plan must be necessary to meet the need cited in the original Application. Any modification or alteration in the Project as set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. Any modification or alteration in the Project must also comply with all current laws and regulations. Requests to modify the Grant Agreement shall not be submitted more frequently than once every six months. A change to a deliverable or its due date is insufficient cause to justify modifying the Grant Agreement.

VI. PROJECT COSTS AND ADMINISTRATION

1. The GRANTEE shall expend Grant Funds in the manner described in the Exhibit A as approved by the DEPARTMENT. The total dollars of a line-item in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another line-item, without approval by the DEPARTMENT. However, the GRANTEE shall notify the DEPARTMENT in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a line-item must be approved in writing by the DEPARTMENT. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

2. Only direct costs are reimbursable under this contract. As a general principal, grant funds must contribute towards the direct costs of the Project for which the funds were awarded, and the benefits should be directly attributable to the grant. The following costs are ineligible for reimbursement:

- Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project)
- Overhead, such as rent, and utilities
- Food or beverages (e.g. as part of meetings, workshops, training, or events).

3. All costs charged against the grant shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

4. GRANTEE shall make all products and deliverable work-products acquired or developed pursuant to this Grant Agreement available for inspection upon request and at the time designated by the DEPARTMENT.

5. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.

6. GRANTEE shall report to the DEPARTMENT all sources of other funds for the Project.

VII. FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the DEPARTMENT for auditing at reasonable times. GRANTEE shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit, whichever is the later date.

2. GRANTEE agrees that during regular office hours, the DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other PARTIES pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement.

3. GRANTEE shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the State.

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, or audit by the Grant Manager or other representatives of the State.

5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as required of GRANTEES.

VIII. PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.

2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.

3. The official file shall contain all financial records required of GRANTEES by this Grant Agreement and be available for audit and review by the DEPARTMENT according to the same requirements for financial records.

IX. REQUIRED REPORTS

4. The GRANTEE shall submit to the Grant Manager Quarterly Progress Reports, Annual Progress Reports, and a Final Report. The DEPARTMENT shall provide report form templates. The GRANTEE shall complete the required templates in their entirety, as described in Exhibit D, attached to this Agreement.

1.1. The Quarterly Progress Reports shall conform to the provided templates and shall justify the invoice items and charges, and indicate the percentages of work completed and the percentage of funds invoiced.

1.2. The Annual Progress Reports shall conform to the template provided by the Department and shall describe the status of the Project's ability to achieve the conditions put forth in the Application Guidelines as identified or described in the GRANTEE application, including

- a. GRANTEE efforts toward meeting the guidelines requirements of:
 - i. Required program thresholds,
 - ii. Up to three (3) program objectives, as identified in the GRANTEE application, and
 - iii. Meaningful indicators to tracking progress related to identified program objectives.
 - iv. Explanation of any failures to meet proposed deadlines or thresholds.
- b. GRANTEE efforts to advance the intent of the focus area through the Project, as described in the GRANTEE application;
- c. Project results from ongoing implementation efforts,
- d. Project performance and status in the areas of outreach, environmental justice community engagement (where applicable), and GRANTEE administration and management.

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

- 1.3. The Final Report shall conform to the program guidelines and direction provided in Exhibit D, attached to this Agreement, to submit a final, comprehensive record comprised of all work-products generated by the grant funds including a summary of all submitted quarterly and annual progress reports.
 - a. The report's narrative shall describe the Project's:
 - i. Overall progress and accomplishments.
 - ii. Strategies for implementation, including a timeline for implanting the Project's plan.
 - iii. Barriers to success.
 - iv. Index of reports and deliverables.
- 1.4 The Project Manager for the Project is required to participate in a SGC-conducted exit interview, as described in Exhibit D, attached to this Agreement, to discuss the progress and outcomes of their project. The interview will use the Project's original application proposal, annual status reports, and final report to explore each grantee's experience in completing a project; to learn about best practices that can be shared by other jurisdictions entering into a similar planning process; and, to understand how grantees plan to implement the Project's plan(s).
2. "Grant recipients shall be ready and able to present an overview of their Project to the Council, if requested by the Council, at the conclusion of the grant agreement." The overview shall include a discussion of successes, barriers, and lessons learned from both the grant process and the grant-funded project.
3. Failure to comply with the reporting requirements specified in this Grant Agreement shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the Grant Agreement, or requiring a refund of grant funds.

X. DOCUMENTATION OF TIME SPENT

1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.
2. Submitted timesheets must contain the signature of both the person(s) being paid, and their direct supervisor.

XI. COPIES OF DATA, PLANS, AND SPECIFICATIONS

1. The GRANTEE shall, at the request of the DEPARTMENT, provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.
2. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the GRANTEE, its vendors or subcontractors to any additional compensation.

XII. COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs or other remedies for breach of contract.

XIII. INVOICING

1. Invoices shall be submitted on a quarterly basis. An invoice form will be provided to the GRANTEE, which must be completed in its entirety to submit any and all invoices.
2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature.
3. In accordance with the Grant Guidelines, **ten percent (10%)** of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the State. All expenditures must be itemized on the invoice form. This should include reimbursable costs.
4. For each expenditure of \$500 or more, copies of supporting documentation (timesheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the GRANTEE for record keeping and audit purposes.
5. Invoices are to be sequentially numbered starting from one (1) and must tie to budget line items in the approved Budget at Exhibit A. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.
6. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.
7. Each invoice is subject to approval by the Grant Manager and DEPARTMENT Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.
8. Mail an original signed invoice, with all support documentation and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: _____, SCPGIP Grant Administrator
801 K Street, MS 18-01
Sacramento, CA 95814

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

XIV. PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every ninety (90) calendar days in arrears for actual costs authorized in the Budget at Exhibit A of this Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written quarterly progress reports, phased and incremental work-product production, and other documentation evidencing quarterly performance, as provided for in this Grant Agreement.
2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work, and activities identified in Exhibit B, including timely receipt of all required reports including the Final Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The DEPARTMENT will not reimburse costs incurred after the Grant End Date.
3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the GRANTEE seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

XV. TRAVEL

1. Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit B. Travel by private or GRANTEE-owned automobile, necessary for the performance of this Grant Agreement, shall be subject to the State of California travel rates. GRANTEE shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.
2. This grant agreement is subject to grant award requirements and cost principles, including, but not limited to, State of California travel and per diem rates <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> and allowable cost requirements. Please refer to this website to obtain the most up to date per diem rates and eligible mileage reimbursement rate.
3. GRANTEE and any person travelling pursuant to this Grant Agreement shall indemnify and hold harmless the DEPARTMENT and State of California for any liabilities resulting from such travel.

XVI. DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the DEPARTMENT. The final report will attach and incorporate all work-product generated by the Grant Funds including the Final Sustainable Community Planning Project deliverable produced by the GRANTEE. To the extent appropriate, the GRANTEE'S Board of Directors or Board of Supervisors, or other Authoritative Board or Body, shall adopt and certify as accurate the Final Report prior to its submission to the DEPARTMENT. **The DEPARTMENT may reject a final report if the DEPARTMENT considers the PROJECT or the REPORT incomplete or deficient in any way.**
2. GRANTEE shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in any event no later than thirty-six (36) months after agreement execution start date.
3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Work Plan as described in Exhibit B, together with any DEPARTMENT approved amendments.

XVII. TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
2. Upon any termination, GRANTEE shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.
3. If the GRANTEE fails to complete the Project in accordance with this Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the GRANTEE shall be liable for immediate repayment to the DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The DEPARTMENT may, at its sole discretion, examine the extent of GRANTEE compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Grant Agreement.
4. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for termination of all obligations of the DEPARTMENT hereunder.
5. Failure of the GRANTEE to comply with the terms of this Grant Agreement may not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred, shall be eligible for reimbursement under this Grant Agreement as pursuant to **paragraph 3** above.
6. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary” termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.
7. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the DEPARTMENT’S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.
9. Further, if the COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this Grant Agreement shall be terminated.

XVIII. STOP WORK

1. Immediately upon receiving a written notice from the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

XIX. PERFORMANCE OF SUBCONTRACTORS:

1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. All subcontractor(s), and any subsequent grant documents, are considered to be acceptable to the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor may require a formal amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. GRANTEE will indemnify and hold harmless any liability to or resulting from action by subcontractor. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.

2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.

3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the DEPARTMENT shall be coordinated through the GRANTEE'S principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

XX. DISPUTE RESOLUTION

1. In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 18-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director or the Assistant Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

XXI. PUBLICITY AND ACKNOWLEDGMENT

1. The GRANTEE agrees that it will acknowledge the COUNCIL'S support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The GRANTEE shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

“Disclaimer

The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the California Strategic Growth Council or of the California Department of Conservation, or its employees. The California Strategic Growth Council and the California Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.”

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review any and all references to the COUNCIL or the DEPARTMENT or the Sustainable Communities Planning Grant Program in such materials and publications.

XXII. CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.

2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm’s length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, “arm’s length transactions” are those in which both PARTIES are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity’s business and the entity chooses the lowest of the resulting bids. “Self-dealing” is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the GRANTEE from complying with California Govt. Code section 1090 or any other law.

XXIII. INDEMNITY AND HOLD HARMLESS

1. GRANTEE waives all claims and recourses against the DEPARTMENT, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of DEPARTMENT, its officers, agents, and employees.
2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the GRANTEE has certified or approved, except for liability arising out of the gross negligence of State, its officers, agents or employees. GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

XXIV. NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All records are public records unless made confidential by operation of State or Federal law.

XXV. INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.
2. Exhibits A-D are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

XXVI. SEVERABILITY

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

XXVII. WAIVER

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

XXVIII. ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

XXIX. AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant Projects are subject to audit by the DEPARTMENT. This provision does not limit the authority of any State agency to audit the GRANTEE pursuant to that Agency's authority annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the GRANTEE, as they relate to the Project for which the Grant Funds were granted.
2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office, and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified above. GRANTEE shall also provide access to and allow interview of

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. GRANTEE shall ensure that such access shall extend to all subcontractors.

XXX. GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

XXXI. INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

- a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
- b. Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- c. Automobile liability in the amount of \$1,000,000 for each accident for owned, non-owned, or hired vehicles, whichever is applicable.

2. The GRANTEE shall name the State of California, its officers, agents, employees, and servants as additional insured PARTIES for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.

3. The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

XXXII. GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents, and employees and subcontractors shall act in an independent capacity and are not officers, employees, or agents of the State of California, the COUNCIL, or the DEPARTMENT.

XXXIII. TIMELINESS

1. Time is of the essence in the performance of this Agreement. GRANTEE is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Work Plan, and Schedule of Deliverables at Exhibit B. GRANTEE shall not incur costs pursuant to this Agreement prior to Grant Start Date nor past the Grant End Date.

XXXIV. CERTIFICATION CLAUSES

1. The GRANTEE hereby certifies its compliance with all applicable requirements contained in the GRANTEE Certification of Compliance at Exhibit C of this Agreement.

XXXV. BREACH OF CONDITIONS/REMEDY FOR DEFAULT

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2014 Sustainable Communities Planning Grants
City of Holtville, Grant Number: 3014-615

1. In the event of GRANTEE'S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE'S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT'S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then GRANTEE shall be in default under this Agreement.

2. In the event of a default under this Grant Agreement, the COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

- A: Work Plan and Schedule of Deliverables
- B: Detailed Budget and Payment Provisions
- C: Certification of Compliance
- D: Reporting Instructions

City of Holtville
REPORT TO COUNCIL

MEETING DATE:	<u>2/9/15</u>
APPROVED FOR AGENDA	
CITY MANAGER	<u><i>NW</i></u>
FINANCE MANAGER	_____
CITY ATTORNEY	_____

DATE ISSUED: February 9, 2015
FROM: Nick Wells, City Manager
SUBJECT: Resolution No. 15-03 *Authorization of an Adjustment to the Sewer Fund Collections Budget for the Purchase of a Backhoe*

ISSUE

Shall the City Council approve Resolution 15-02 authorizing an adjustment to the Sewer Enterprise Collections budget for the purchase of a Caterpillar backhoe for use on Public Works projects?

DISCUSSION

In July, 2007, the California Air Resources Board adopted a regulation to reduce diesel particulate matter and oxides of nitrogen emissions from in-use existing off-road heavy-duty diesel vehicles in California. Included are vehicles used in construction, mining, and industrial operations. The regulations have required the phase-out of machinery deemed to cause excess pollution.

The Public Works department has a backhoe that is now over 12 years old and is obviously out of compliance. That backhoe is frequently used to excavate sewer breaks for pipe replacement.

It has previously been delineated that the Sewer Enterprise is in the unique position this year to afford a few capital expenditures due to the fact that the loan for the wastewater treatment plant and resulting debt service payment is not yet in place. Given that situation, the Sewer fund is more able to cover this expenditure than in past years.

The Public Works Foreman procured quotes for this machinery and, at the behest of Council, explored the option of procuring this machinery on a lease return from the Imperial Irrigation District. One such machine has been presented by the Caterpillar dealer at substantial savings. The machine is compliant and a substantial upgrade from the current backhoe.

CITY MANAGER RECOMMENDATION

It is recommended that the City Council approve the budget adjustment for the expenditure.

FISCAL IMPACT

A one-time expenditure of \$70,000 or less will be incurred by the Sewer Fund.

ALTERNATIVES

Not to authorize.

**HOLTVILLE CITY COUNCIL
RESOLUTION NUMBER 15-03**

**A RESOLUTION OF THE HOLTVILLE CITY COUNCIL APPROVING AN
ADJUSTMENT TO THE SEWER ENTERPRISE FUND COLLECTIOS BUDGET FOR A
2010 LEASE-RETURN BACKHOE**

WHEREAS, on July 26, 2007, the California Air Resources Board (ARB) approved regulations to reduce emissions from existing off-road and heavy equipment diesel vehicles used in California; and

WHEREAS, the City of Holtville has an inventory of vehicles that are due to be phased out in order to comply with these ARB regulations; and

WHEREAS, the Public Works Department relies heavily on a backhoe that is not compliant and will soon need to be decommissioned; and

WHEREAS, the City worked with area dealers regarding purchase of a similar compliant machine if one became available after expiration of lease terms from an area utility; and

WHEREAS, several such vehicles have recently become available; and

WHEREAS, the Sewer Enterprise of the City of Holtville has budgeted revenues over expenditures of \$125,233, with budgeted expenditures for Sewer Collection of \$5,000 for Machinery Outlay; and

WHEREAS, the City Council wishes to commit additional funds from the Sewer Collection budget for the purchase of a lease return backhoe; and

NOW, THEREFORE, THE CITY OF HOLTVILLE DOES HEREBY RESOLVE:

1. The City Council does authorize the expenditure of Sewer Enterprise funds for the purchase of a lease return backhoe and directs the City Manager to execute a purchase contract for the proposed equipment at an amount not to exceed \$70,000.
2. The authorization will take effect upon execution of the Resolution by authorized representatives of the City of Holtville.

PASSED, APPROVED AND ADOPTED by the Holtville City Council, this 9th day of February, 2015.

Virginia Ward, Mayor

Attest:

Denise Garcia, Interim City Clerk

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) S.S.
CITY OF HOLTVILLE)

I, Denise Garcia, Interim City Clerk of the City of Holtville, California, DO HEREBY CERTIFY, that the foregoing Resolution was duly passed, approved and adopted at a regular meeting of the City Council of the City of Holtville, California, on the 9th day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Denise Garcia, Interim City Clerk

6

City of Holtville REPORT TO COUNCIL

MEETING DATE:	2/9/15
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

DATE ISSUED: February 9, 2015
FROM: Nick Wells, City Manager
SUBJECT: City Manager Update

INFORMATION ONLY – NO ACTION REQUIRED AT THIS TIME

WATER ENTERPRISE

Tank Rehab – Corrosion has developed inside the 2.4 million gallon water storage tank that was completed in 2010. We have been in contact with Jack Powell of Utility Service Group regarding repairs and ongoing maintenance, as well as potential solutions to our current TTHM issues. He has given general estimates to rehab the tank at \$225k-275k for the resurfacing and \$350k-400k for the aeration (TTHM solution) portion. Staff has been investigating alternatives and potential funding sources. An alternative bid on the aeration portion has been procured. We are currently working on an alternative bid on the coating portion. Subsequently, staff will meet to select a strategy and present a recommendation to Council.

System Controls – Frank Cornejo worked with TESCO and obtained an updated estimate on replacement of the aged system of about \$450k. Frank has stated that this project might be put off and the controls might “limp along” for another 18 months while we attack other water issues. Staff has been investigating alternatives and potential funding sources.

Floating Solar – A contract was signed with *Infratech Industries* for the placement of a floating solar array on the City Water Ponds for the purpose of producing power for the Water Treatment facility. Staff is working with the folks at *Infratech* to accomplish this in the coming months. Permit applications have been received and engineering drawings have been submitted to the City Engineer for review. Alternatives are being considered that would increase the production capacity of the array with excess power then available for other entities in the City. *Interaction with the IID is ongoing to help facilitate the viability of the project.*

Fourth Street Water Main Replacement – In November, City Council passed a resolution to replace an approximate 1,000 linear feet portion of the 14" concrete lined steel water main pipe on Fourth Street between the water plant and the Walnut/Maple alley. This project became more vital due to the imminent start of the larger Fourth Street Improvement Project. Installation of the underground piping has been completed. *The line has been will pressure tested, sanitized and is in service. The contractor is preparing for the curb, gutter and sidewalk installation, which will be followed by paving.*

SEWER ENTERPRISE

Outfall Main Replacement – The construction of the new 3.2 mile Outfall Main replacement pipeline is complete with 100% of the outfall pipeline laid. All lateral lines have been connected to the line. The old outfall pipeline has been completely abandoned as has the private line serving a number of homes on the northwest corner of Alamo and Melon Roads.

As expected, the abandonment the old outfall pipeline has led to a steep decline this week in gallons of sewage processed at the wastewater treatment plant. Flows have continued to be below 500k per day since the abandonment.

The section of Olive Avenue north of the primary OFM connection (Ninth Street north to the County Yard) saw a good deal of disturbance during the project. The street was not spectacular to start with, but was probably further damaged by all of the heavy machinery during the project. Although it is entirely out of the City limits, *a change order to resurface that section of pavement has been prepared and submitted for approval. Pending that, the only items left to be completed are largely cleanup for the Van Dyke crew, after which the entire project will be complete.*

WWTP Project – The \$11.9 million Wastewater Treatment Plant rehabilitation project is back on track toward the start of construction. The design firm (Lee & Ro) and Construction Management firm (HDR Engineering) worked with the Holt Group the past few weeks to finalize specifications necessary for advertising the project for bids. Those specifications were forwarded to NADBank for review *and received only one further request for change. That change has been affected and the document resubmitted to NADBank. We are hoping to receive the long awaited “No Objections” letter today and approve the advertisement through Council, then advertise the project immediately.*

TRANSPORTATION PROJECTS

Fourth Street Improvement Project - The Fourth Street Improvement project (funded by Caltrans) includes utility relocation, street widening and the installation of a Class I bikeway, curbs, gutters and sidewalks between Cedar & Walnut Avenues. Contracts with the Holt Group for construction management services, Sierra Materials Testing for Independent Assurance Testing and Hazard Construction for construction services were approved by Council. The schedule had been reworked to include of the water main project, *which has been completed. The work on this phase has begun, but accommodations for the Carrot Festival forced a slowdown until this week.*

Fifth Street & Grape Avenue Pedestrian Roadway Improvement Project – After completing construction on the south side of Fifth Street, the City received word from ICTC that funding was/is available under CMAQ to complete the north half of the intersection as a separate project. The Holt Group is working on the RFP for construction services and encroachment permit with Caltrans. It is anticipated that the City will release the RFP this month.

ADMINISTRATION

BUILDING PERMITS - The City issued 63 building permits during 2014.

Auto Zone - The Project Review Committee considered the proposed construction of a store on the southwest corner of Walnut and Fifth Street in November. No major modifications were necessary to their site plan, although a few comments and requests have been forwarded to the developer. They have not had a problem with any conditions thus far, but are currently dealing with Caltrans regarding access off of Fifth Street. The Planning Commission offered only a few minor suggestions much in keeping with those of the Project Review Committee.

FINANCE

The Finance department continues to work with the audit team from Moss Levy to complete the necessary requirements for the 2013-14 audit. Work was also completed recently on an audit of LTA Funds.

PUBLIC WORKS

PARKS

Alamo River Recreation Trail - The fourth phase of this project includes trail and bridge improvements between Fern Avenue and Earl Walker Park. Construction activities began, with the two bridges set to be delivered this month.

An issue arose with the management of the project construction and construction activities were temporarily halted in December. A reduction in the scope of the Mia Lehrer contract was negotiated to exclude the Construction Management work, as they were unable to perform those functions. Richard Ransdell was engaged as a labor compliance officer and David Dale, formerly of Dynamic Consulting, took over the CM duties for the amount relinquished by Mia Lehrer. Construction had been expected to be completed sometime in February or March.

An issue arose with placement of the bridge abutments. A great deal of groundwater was encountered in drilling for the bridge footings and the contractor was unable to proceed. Council approved a \$52k Change Order to solve the issue.

OTHER

Imperial Regional Detention Center – The Detention Facility has been up and running for the past few months, taking its first detainees in September, 2014. The facility is currently housing over 700 detainees. A request for payment was signed last week for the City to receive just over \$12,000 for January, 2015. Now that the threshold has been reached, the City should see a continuous stream of payments for its participation in the endeavor.

Holtville Estates - The Holtville Estates continues to build the second phase of their 30-unit development. Three homes have been sold with two occupied, a fourth is under contract to be imminently sold.

MEETINGS & EVENTS RECENTLY ATTENDED:

- 01/26/15 Management Staff Meeting *City Hall*
- 01/26/15 OEDC Meeting *SDG&E (EC)*
- 01/26/15 Carrot Festival Parade Planning Meeting *City Hall*
- 01/27/15 Meeting with ICE & MTC Officials *IV Regional Detention Facility*
- 01/27/15 Conf with DoF re: Long Range Property Mgmt Plan *Conference Call*
- 01/27/15 Conference with DDE/Infratech re: Floating Solar Project *City Hall*
- 01/28/15 Site Meetings with Sewer Project Funders/Contractors *City Hall*
- 01/29/15 Outfall Main Progress Meeting *Van Dyke Trailer*
- 01/30/15 Alamo River Trail Progress Meeting *City Hall*
- 01/30/15 Accounting Position Candidate Interviews *City Hall*
- 02/02/15 Management Staff Meeting *City Hall*
- 02/02/15 Outfall Main Project Walk for Punch List *Project Sites*
- 02/03/15 Fourth Street Construction Progress Meeting *City Hall*
- 02/03/15 Meeting with SeaPort Air Officials re: Letter of Support *City Hall*
- 02/05/15 Outfall Main Progress Meeting *City Hall*
- 02/05/15 Meeting with JK Mgmt Officials re: Water Meters *Melon Cooler Shed*
- 02/05/15 Met with Arnold Lovio re: Mecca Trailer Park Issues *City Hall*
- 02/06/15 Assited PW Staff in JK Mgt Water Meter Test *Melon Cooler Shed*
- 02/06/15 Meeting with Jack Powell of USG re: Water Tanks *City Hall*
- 2/1 - 2/7 Carrot Festival Events *Holtville*

UPCOMING EVENTS:

- 02/09/15 Management Staff Meeting *City Hall*
- 02/12/15 Outfall Main Progress Meeting *City Hall*
- 02/12/15 State of the County Address *Brawley Elks Lodge*
- 02/13/15 Imperial Valley Produce Ball *Barbara Worth Country Club*
- 02/25/15 Imperial State of the City Address *The Movies, Imperial*
- 2/27-3/8 California Midwinter Fair *Imperial*
- 03/26/15 IVECA Board Meeting *EC ED Offices*
- 03/26/15 Imperial County League of Cities IV Chapter Dinner *TBD*

If you have any questions about any of the information presented, please feel free to contact me directly.

Respectfully submitted,



Nicholas D. Wells
(760) 356-4574



City of Holtville

Report to Council

MEETING DATE:	2/4/15
APPROVED FOR AGENDA	
CITY MANAGER	
FINANCE MANAGER	
CITY ATTORNEY	

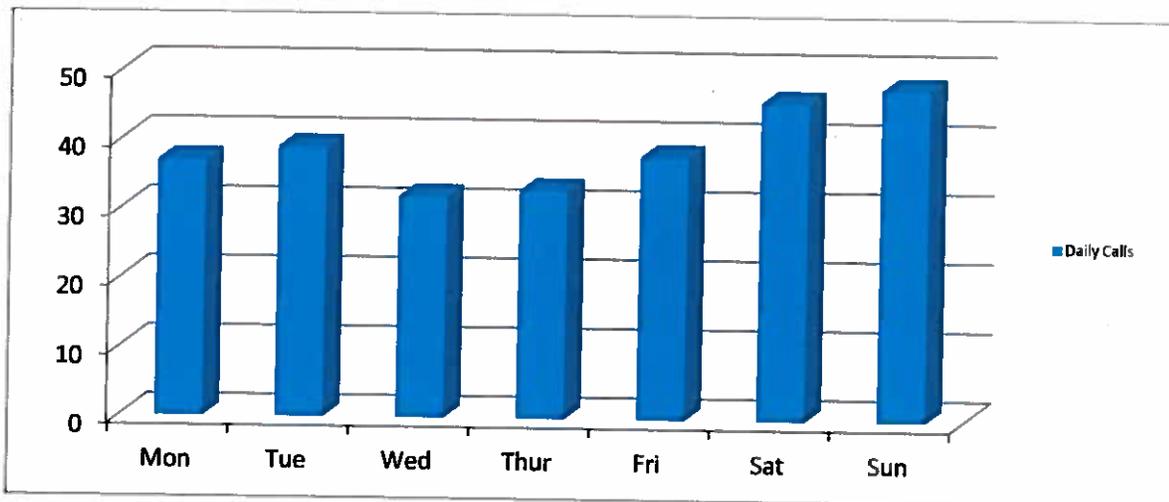
Date Issued: February 4, 2015
From: Sergeant Manuel De Leon, Chief of Police
Subject: Holtville Sheriff's Monthly Report – January 2015

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

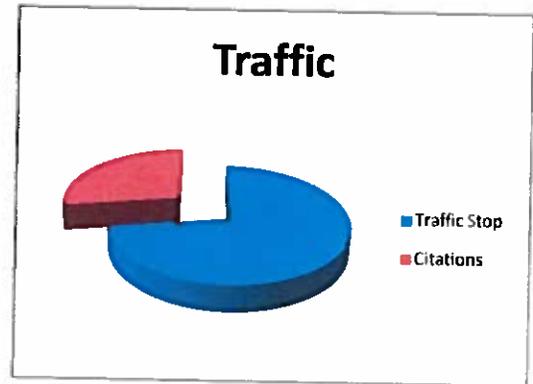
The following is a summary of statistics for the Holtville Sheriff's Deputies for the month of January 2015.

Calls For Service:

- 237 total incident reports, which were entered into Spillman Computer Database by the Imperial County Sheriff's Dispatch Center. These calls consisted of requests for Sheriff's services.
- The highest volume of calls for service occurred on **Sunday** with **48 calls**. The highest volume of calls occurred from **5:00 p.m. to 6:00 p.m.**

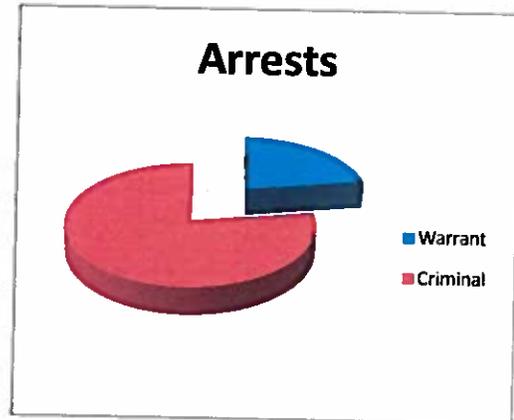


<i>Traffic</i>	<i>Total</i>
Traffic Stops	81
Citations Issued	31
Traffic Collisions	3
DUI's	0



<i>Crimes</i>	<i>Total</i>
Burglary	0
911 Calls - Hangups	2
Vandalism	3
Disturbing the Peace	13
Narcotic Offenses	2

<i>Arrests</i>	<i>Total</i>
Warrants	2
Criminal	7
Total	9



<i>Miscellaneous</i>	<i>Total</i>
Animal Problem	7
Alarm Calls	12
Deputy Request	6

The following is a brief summary of incidents and events that the Holtville Police Department has been involved in during the month of January 2015.

- On January 4, 2015, Holtville Deputies conducted an inventory of their individual issued gear.
- On January 6, 2015, Holtville Deputies attended the Sheriff's annual inspection at the main office in El Centro.
- On January 8, 2015, Deputies restrained three pit bulls which attacked the neighbor's smaller dog. All dogs were placed in the pound and quarantined.
- On January 9, 2015, I attended a meeting at city hall in preparation for the Holtville Rib Cook Off.
- On January 12, 2015, Deputies were flagged down at the High School. A report of theft of copper was taken. Deputies then conducted probation searches and located and arrested the suspect for grand theft.
- On January 12, 2015, I attended the Holtville City Council Meeting at the Civic Center.
- On January 13, 2015, The Imperial County Board of Supervisors finalized the Contract for law enforcement services with the city.
- On January 13, 2015, Deputies arrested a young male adult after being involved in a physical fight with a student at the High School.
- On January 23, 2015, Deputies were transferred from Holtville. Deputy Zamora and Deputy Martinez were replaced with Deputy A. Contreras and Sr. Deputy D. Lindberg.
- On January 24, 2015, Reserve Deputies and Deputies assisted with the Holtville Rib-Cook Off event at Samaha Park.
- On January 26, 2015, I attended a meeting in reference to assist in organizing the Carrot Parade.
- On January 28, 2015, I provided several presentations to high school students at Holtville High School for their career day.

Respectfully submitted,

Sergeant Manuel De Leon

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**City of Holtville
REPORT TO COUNCIL**

MEETING DATE:	2/9/15
APPROVED FOR AGENDA	
CITY MANAGER	_____
FINANCE MANAGER	_____
CITY ATTORNEY	_____

DATE ISSUED February 4th , 2015
FROM: Public Works Foreman
SUBJECT: Bi Monthly Report.

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

The purpose of this report is to inform Council of Public Works activities since the last council meeting. Public Works has been actively working on or completed the following:

- Cleared sewer plugs at different locations in town.
- Repaired water service line leaks.
- Worked with the Sheriff's Department to clean up graffiti at park and around town.
- Patch potholes in different locations in town.
- Ran main sewer lines in different locations in town.
- Repaired 6" waterbreak on the corner of 5th and Olive.
- Installed 3-2" water meters.
- Caught 1 dogs and 2 cats.
- Assisted A&R construction with putting the 16" watermain online.

Respectfully Submitted,



Alejandro Chavez
Public Works Foreman
City of Holtville

bc

City of Holtville

REPORT TO CITY COUNCIL

MEETING DATE:	2/9/15
APPROVED FOR AGENDA	
CITY MANAGER	_____
FINANCE MANAGER	_____
CITY ATTORNEY	_____

DATE ISSUED: February 4th, 2015
FROM: Frank Cornejo
Water/Wastewater Operations Supervisor
SUBJECT: Water / Wastewater Plant Operations & Maintenance Summary

THIS IS INFORMATION PROVIDED TO THE CITY COUNCIL. NO ACTION IS REQUIRED OF THE CITY COUNCIL.

The purpose of this report is to inform the Council of the operations and maintenance activities completed at the City's water-wastewater treatment facilities during the period between 01/21/15 to 02/04/15.

Also attached to this report is an updated spreadsheet detailing the 2014 year-end violations related to NPDES Permit (*ammonia*) violations for our wastewater plant.

Water Treatment Plant:

- Staff installed new 316 Stainless Steel Vacuum Tank at Filter Control Center.
- Staff excavated frozen/faulty 6" clarifier drain plug valves and prepped for replacement.
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

Waste Water Treatment Plant:

- Staff took west secondary clarifier out of service for annual cleaning and inspection.
- Staff took all routine samples, completed all regulatory reports, and maintained operational records as required.

Respectfully Submitted,



Frank Cornejo.
Water/Wastewater Operations Supervisor
City of Holtville



Mandatory Minimum Penalty Report

This MMP Report shows only mandatory minimum penalty violations associated with Water Code sections 13385(h) and (i) and 13385.1(a).
[\[VIEW PRINTER FRIENDLY VERSION\]](#) [\[EXPORT THIS REPORT TO EXCEL\]](#)

SEARCH CRITERIA: [\[REFINE SEARCH\]](#) [\[NEW SEARCH\]](#) [\[GLOSSARY\]](#)

Region (7), County (Imperial) Occurred between 1/1/2014 and 12/31/2014

Region	Agency	Facility	WDID	MMP Exempt Violations	Serious Reporting Violations	Serious Effluent Violations	Chronic Violations	Vio w/ MMP Enf	Vio Fully Resolved (Paid and Historical)	Vio w/o MMP Enf	Total MMP Vios
7	Brawley City	Brawley City WWTP	7A130100011	0	0	0	1	0	0	1	1
7	Calipatria City	Calipatria City WWTP	7A130102041	0	0	0	1	0	0	1	1
7	Holtville City	Holtville City WWTP	7A130105011	13	0	0	16	0	0	16	16
7	Imperial Irrigation District	Imperial ID El Centro GS	7A130128003	0	0	0	31	0	0	31	31
7	Imperial Irrigation District	Imperial ID Grass Camp Hatchery	7A130128015	0	0	0	13	0	0	13	13
7	Niland SD	Niland SD WWTP	7A130109011	0	0	3	0	0	0	3	3
TOTAL (PAGE)				13	0	3	62	0	0	65	65
TOTAL (REPORT)				13	0	3	62	0	0	65	65

Violation: An instance of non-compliance

Serious Reporting Violation: Defined by California Water Code section 13385.1 as a failure to file a discharge monitoring report pursuant to Section 13383 for each period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations.

Serious Effluent Violation: Serious violation as defined by California Water Code section 13385(h). Waste discharge exceeds the effluent limitation for a Group I pollutant by 40% or more (CAT1), or a Group II pollutant by 20% or more (CATs).

Chronic Violation: Chronic violation as defined by California Water Code section 13385(i). To be counted as a chronic violation, there must be 3 preceeding violations within a 180 day period. The fourth non-serious violation that occurs within the 180 day period is an MMP violation.