

TO: Mayor and City Council Members

FROM: Rob Hunt, City Manager

SUBJECT: March 2, 2021 Agenda Items

DATE: February 25, 2021

TIME ESTIMATES - Time estimates are provided as part of the Council's effort to manage its time at Council meetings. Listed times are estimates only and are subject to change at any time, including while the meeting is in progress. The Council, by consensus, reserves the right to use more or less time on any item, to change the order of items and/or to continue items to another meeting. Particular items may be heard before or after the time estimated on the agenda. This may occur in order to best manage the time at a meeting or to adapt to the participation of the public.

6:30 p.m.

- I. CALL TO ORDER CLOSED SESSION** [Time estimate: 6:30 p.m. to 7:00 p.m.]
- II. CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.
- III. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):**

- (a) 54956.9(b) Conference with Legal Counsel – Anticipated Litigation (1)
Name of Case: Jose Valencia vs. City of Tulare, Worker's Compensation Case
FR 180467

IV. RECONVENE CLOSED SESSION

V. CLOSED SESSION REPORT (if any)

VI. ADJOURN CLOSED SESSION

7:00 p.m. (Or, immediately following Closed Session)

VII. CALL TO ORDER REGULAR SESSION

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

IX. CITIZEN COMMENTS

This is the time for citizens to comment on subject matters, not on the agenda within the jurisdiction of the Tulare City Council. The Council Members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome. The Council cannot legally discuss or take official action on citizen request items that are introduced tonight.

This is also the time for citizens to comment on items listed under the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to general business/city manager items or public hearing items will be heard at the time the item is discussed or at the time the Public Hearing is opened for comment.

*In fairness to all who wish to speak, each speaker will be allowed **three minutes**, with a maximum time of 15 minutes per item, unless otherwise extended by Council. Please begin your comments by stating and spelling your name and providing your city of residence.*

X. COMMUNICATIONS [Time estimate: 7:15 p.m. to 7:20 p.m.]

*Communications are to be submitted to the City Manager's Office 10 days prior to a Council Meeting to be considered for this section of the Agenda. No action will be taken on matters listed under communications; however, the Council may direct staff to schedule issues raised during communications for a future agenda. Citizen comments will be limited to **three minutes**, per topic, unless otherwise extended by Council.*

XI. CONSENT CALENDAR [Time estimate: 7:20 p.m. to 7:25 p.m.]

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

(1) Authorization to read ordinances by title only.

(2) Approve minutes of February 16, 2021 special/regular meeting(s).
[Submitted by: R. Yoder] The minutes of February 16, 2021 special/regular meeting(s) are submitted for your approval. **Staff recommends Council approve as presented.**

(3) Approve an agreement with National Demographics Corporation (NDC) to provide City Council Redistricting Services for the City of Tulare in accordance with Assembly Bill 849 (Fair Maps Act) and Assembly Bill 1276 (Local Redistricting) in an amount up to \$35,000 and authorize the City Manager to execute same. [Submitted by: R. Hunt & R. Yoder] On January 19, 2021, the Tulare City Council received a PowerPoint presentation on the California Fair Maps Act and the process related to redistricting the City's current Council Districts. Following that presentation the Council directed staff to solicit quotes for redistricting services.

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Staff obtained the following information (proposals attached):

Services	National Demographics Corp. - NDC (Glendale)	Best, Best & Krieger (Irvine)	Redistricting Partners (Sacramento)	Q ¹ Data & Research (Oakland)
Nationally recognized PhD Demographer	Dr. Douglas Johnson	Dr. Timothy P. McLarney	n/a	Not listed
Years of experience	40	25	10	Not listed
Costs	Basic Elements \$14,500 In person, per mtg \$2,750* Virtual, per mtg \$1,250*	Fixed \$40,000; if City's one public outreach mtg is virtual \$38,750; addtl mtgs default to special services hrly rate of \$325	\$37,000, based on expectation that most or all hearings will be done virtually, includes 5 meetings	\$40,000, additional meetings \$2,000 each, additional services charged hourly rates - Sr. Consultant \$225; GIS building \$200; GIS Analyst \$175; IT support \$100; Statistician \$300
Census, GIS, Data Collection	Included	Included	Included	Included
Plan Development, Maps	Included	Included	Included	Prepared not printed
Host & Update Website	4000*	Included in cost	n/a	n/a
Plan Implementation w/Registrar of Voters	Included	Included	Included	Included
Public Engagement/Outreach Assistance	Assists agency staff and makes available to all clients a library of sample outreach materials, conducts workshops, hearings, public participation basic mapping tool kit, included	One in person public outreach meeting; mapping kit	n/a	Collaborates with City and will review for City to conduct
(Optional - not required) Online mapping tool	Maptitude \$6,000; DistrictR \$3,000; ESRI \$80,000 ⁺ most robust	Maptitude Cost TBD	Maptitude \$8,000 ⁺ ; \$2,500 training or DistrictR \$3,500	Not included
(Optional) **Marketing	n/a	n/a	n/a	n/a
OVERALL COSTS w/out optional items	\$24,750 to \$32,250*	\$38,750 to \$40,000	\$37,000	\$40,000

*includes base cost, web hosting and calculations on 5 meetings based on low to high amount
 **Professional marketing costs are approximately \$30,000

NDC has vast experience in this area and has been successful in assisting a number of public agencies through this process and was the City's demographer through the redistricting process in 2011/2012.

Below is a typical 2021/2022 timeline (subject to change due Census data delays) and description of project elements proposed by NDR, which will vary depending on the jurisdiction, availability of data and retention of demographer to conduct services:

January – March	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
April – July	Census data received and processed; any mapping tools prepared; and initial pre-draft-map hearing(s) held.
August - November	Draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
December – February	Final plan revisions made and plan adopted and implemented.

Pursuant to the United States Census 2020 website the count is complete; however, due to COVID-19 related delays the Bureau is currently processing the data and redistricting counts will be available to all states by September 30, 2021.

Once the process begins, NDC will assist the City to ensure that all procedures and hearing requirements are followed, including map adoption, no earlier than August 1, 2021, but no later than June 10, 2022, unless the State extends the current deadlines. **Staff recommends Council approve an agreement with National Demographics Corporation (NDC) to provide City Council Redistricting Services for the City of Tulare in accordance with Assembly Bill 849 (Fair Maps Act) and Assembly Bill 1276 (Local Redistricting) in an amount up to \$35,000 and authorize the City Manager to execute same, as presented.**

- (4) **Confirm the appointment of Charlie Ramos to the Police Review Board by Council Member Steven C. Harrell for a term ending December 31, 2022. [Submitted by: R. Hunt & R. Yoder]** The Citizen Complaint Police Review Board consists of seven positions, five are appointed by each of the five City Council Members and two are appointed at-large. They are charged with the responsibility to review the Police Department's investigation of citizen complaints in specific areas and provide an independent review to the Chief of Police. The Board does not recommend or review disciplinary action against employees.

On February 16, 2021, the Council declared Jesse Salcido's seat vacant and a Notice of Vacancy was posted on February 17, 2021. This vacancy appointment is specific to District 3, Council Member Steven C. Harrell.

One application is on file from Charlie Ramos and as this is a “by seat” appointment Council Member Steven C. Harrell seeks to appoint Mr. Ramos to the District 3 vacancy on the Police Review Board. **Staff recommends Council Confirm the appointment of Charlie Ramos to the Police Review Board by Council Member Steven C. Harrell for a term ending December 31, 2022, as presented.**

- (5) **Adopt Ordinance 2021-01 amending Municipal Code Section 9.12.010 of Chapter 9.12 of Title 9 pertaining to the established speed limits in the City of Tulare. [Submitted by: M. Miller]** On February 16, 2021, the Tulare City Council passed-to-print Ordinance 2021-01. **Staff recommends Council Adopt Ordinance 2021-01 amending Municipal Code Section 9.12.010 of Chapter 9.12 of Title 9 pertaining to the established speed limits in the City of Tulare, as presented.**
- (6) **Adopt Resolutions 2021-07 and 2021-08 initiating proceedings for the formation of Landscape Maintenance District 2021-01 for the Oakcrest subdivision, and setting March 16, 2021 as the date for a public hearing regarding the same. [Submitted by: M. Miller]** The Owners and Developers of the approved Oakcrest tentative subdivision map have petitioned the City to establish an assessment district for their proposed development located on the north side of Tulare Avenue approximately two-tenths of a mile east of Enterprise Street. This assessment district will provide for the following:
- maintenance of landscaping, irrigation systems, pedestrian sidewalks, and block walls associated with common lot areas within the district boundaries,
 - supplemental maintenance of local streets within the district boundaries, and
 - maintenance and regulatory compliance measures associated with the storm drainage basin serving the area within the district boundaries.

The two proposed Resolutions declares Council’s intention to initiate proceedings to form Assessment District 2021-01 and the Council’s intention to order the completion of assessment district improvements and the subsequent levying of fees, and sets the date of the required public hearing for March 16, 2021. Adoption of both resolutions are necessary to proceed with the formation of the assessment district. **Staff recommends Council adopt Resolutions 2021-07 and 2021-08 initiating proceedings for the formation of Landscape Maintenance District 2021-01 for the Oakcrest subdivision, and setting March 16, 2021 as the date for a public hearing regarding the same, as presented.**

- (7) **Authorize the City Manager to execute the final agreement with Federal Railroad Administration pertaining to the 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant, approve the related project budget for EN0093; and Award an engineering services contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$89,945; and Authorize the City Manager, or designee, to approve**

contract change orders in an amount not to exceed 10% (\$8,995) of the contract award amount. [Submitted by: N. Bartsch] The Department of Transportation Federal Railroad Administration (FRA) has put forth a Notice of Funding Opportunity (NOFO) for grant funding under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This program provides funding for safety enhancements and general infrastructure improvements to passenger and freight railroads for grade crossing enhancements, rail line relocations and improvements, and deployment of railroad safety technology. The maximum Federal share of the total costs of CRISI projects, including preliminary engineering, final design, and construction, is 80%. The remainder of the funding may come from public or private sector funds. Eligible applicants include states, other cities, rail carriers such as Amtrak, railroads, university researchers, and non-profit labor organizations representing rail carriers and rail contractors. The total available funding is \$311,772,500, with no minimum or maximum award amount.

On June 16, 2020 the City Council adopted Resolution 2020-31, which authorized City staff to submit an application for pedestrian and vehicle safety enhancements to the intersection of Prosperity Avenue and "J" Street. This intersection has experienced 60 reported collisions over the past 5 years, with 18 injuries and 1 fatality. The short distance on Prosperity Avenue between the intersection and the Union Pacific railroad tracks, combined with a permissive left-turn traffic movement for east-west traffic that requires drivers to yield to oncoming traffic and pedestrians, makes the current intersection configuration susceptible to a higher rate of collisions. Furthermore, the railroad crossing does not currently provide for ADA compliant pedestrian travel across the railroad tracks. The nominated project proposes to install a pre-signal on Prosperity Avenue west of the railroad tracks, and to upgrade the intersection traffic signal to provide a protected left-turn movement for the east-west traffic on Prosperity Avenue. Upgrades to the rail crossing infrastructure and traffic signal infrastructure are required, as well as new pedestrian facilities such as asphalt concrete walkways, extensions of the concrete panels for both sets of railroad tracks, and ADA upgrades to existing pedestrian ramps. New striping and minor pavement improvements are also proposed. The estimated project cost was \$2,800,095, and the grant application identified the maximum allowable grant contribution of 80%, requiring a 20% local match by the City.

On September 23, 2020, that City received notification that it had been selected to receive grant funding in an amount up to \$2,240,007 to complete the proposed project. Since that time, Staff has worked with the FRA and the Union Pacific Railroad to finalize the necessary agreements and prepare them for approval.

The original grant application functions as the base contract for the grant. The attached documents (Attachment 1, 1A, 2, 3, 4, & 5) provide supplementary information toward the final agreement. A brief explanation of the documents is provided below:

- Attachment 1 and Attachment 1A are standard terms and conditions for the agreement between the City and FRA for allocation of the grant. These conditions are non-negotiable, although some sections do not apply to the City and are noted as such by FRA.
- Attachment 2 is the scope of work, which identifies and outlines the expectations of the grant for the City, FRA, and Union Pacific Railroad.
- Attachment 3 confirms the schedule for work identified in Attachment 2.
- Attachment 4 confirms the project budget. (The budget is consistent with the grant application).
- Attachment 5 identifies performance measures for ADA compliance of proposed improvements.

Peters Engineering Group of Clovis, CA is included on the City's list of pre-qualified on-call Engineering consultants and has demonstrated that they have the skills, expertise and resources available to meet the City's needs, and they can accommodate the timeframe required to complete the design of this project. The Peters Engineering Group team has assisted the City on prior railroad related grants and has successfully completed numerous projects in the City of Tulare. They have proposed to perform the necessary work on this project for an amount not to exceed \$89,945. This fee includes all work necessary for the engineering design and coordination with the Union Pacific Railroad, bidding and construction support, as well as assistance with the administration and reporting of the FRA Grant. The proposed fee is within industry standards and is in line with costs experienced on other projects with similar scopes of work. The proposed fee is also within the amount budgeted for this work on the project. A copy of their proposal is attached. **Staff recommends Council authorize the City Manager to execute the final agreement with Federal Railroad Administration pertaining to the 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant, approve the related project budget for EN0093; and Award an engineering services contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$89,945; and Authorize the City Manager, or designee, to approve contract change orders in an amount not to exceed 10% (\$8,995) of the contract award amount, as presented.**

- (8) **Receive the monthly investment report for January 2021. [Submitted by: D. Thompson]** The investment report for the period ending January 2021, is submitted for review and acceptance. **Staff recommends Council receive, review, and file the Monthly Investment Report for January 2021, as presented.**

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS [Time estimate: 7:25 p.m. to 7:55 p.m.]

- (1) **Update and introduction by Tulare County Board Supervisor, District 2, Pete Vander Poel, III.**
- (2) **Tulare County Health and Human Services Agency (HHS) presentation.**
- (3) **Engineering Project Management Capital Improvement Projects update.**
[Submitted by: M. Miller and N. Bartsch]

XIII. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST – G.C. 54954.2(3) [Time estimate: 7:55 p.m. to 8:10 p.m.]

XIV. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) Engineering [Time estimate: 8:10 p.m. to 8:25 p.m.]:

- a. **Update the City Council on the status of the Pleasant Avenue Improvement Project (EN0084) and the need to form an underground utility district. No action required.** Currently, Provost & Pritchard Consulting Group is under contract with the City to develop construction ready plans for the rehabilitation of Pleasant Avenue between Enterprise Street and “H” Street. Provost & Pritchard is nearing completion of construction-ready plans, and tentative dates have been identified for bid advertising the project (3/9/2021) and bid opening (4/8/2021).

Early in the design process, staff identified the need for future traffic control improvements at the intersection of Pleasant Avenue and West Street, which is currently an all-way stop. On June 4, 2019, staff presented two improvement options for Council’s consideration. The first option was for the intersection to be designed to accommodate a future traffic signal. The second was to plan for the future construction of a roundabout at the intersection. Based upon the significantly lower construction cost and right-of-way impacts of a traffic signal, Council selected that option and directed staff to incorporate improvements that would facilitate future signalization into the design of Project EN0084. These improvements included eliminating the offset in the alignment of Pleasant Avenue at its intersection with West Street, placement of underground conduit for future traffic signal conductors, and the acquisition of sufficient right-of-way to allow for the placement of certain traffic signal equipment at its ultimate location. Staff has been actively working with all affected property owners towards the acquisition of the needed right of way.

As part of the design process, Provost & Pritchard and City staff met with utility company representatives to discuss project impacts to existing utility infrastructure, and to identify any utility relocations that would be necessary. The relocation of overhead utility lines along West Street will be required at Pleasant Avenue. Of greatest concern is the utility pole located at the northwest corner of the intersection, and conflicts that would exist at that corner between the overhead lines and the future traffic signal mast arms and luminaires. Following a field meeting and review of relocation options, undergrounding the overhead utilities was determined to be the best approach. Staff proposes the use of SCE Rule 20A tariffs to fund the cost of undergrounding, which would result in no out of pocket costs to the City. Rule 20A is intended for circumstances such as this, where undergrounding of utilities is necessary for infrastructure projects and there is no private developer responsible for paying the cost of undergrounding. The other overhead utility companies (AT&T and Comcast) have similar programs to underground their facilities without a direct charge to the City.

Notices have been sent to residents in the area of the underground utility district, and a public hearing has been scheduled for March 16th for Council to formally consider its creation. **Staff update, information only, no action required.**

(2) City Attorney [Time estimate: 8:25 p.m. to 8:40 p.m.]:

- a. Discussion regarding termination of the line of credit with the Tulare Local Healthcare District prior to its expiration date of February 19, 2022 and provide direction to staff. [Submitted by: M. Zamora – requested by Council at the 2/15/2021 meeting]** On February 19, 2019, the City and the Tulare Local Healthcare District (“District”) entered into a Debtor-In-Possession Credit Agreement (“Agreement”). The City agreed to extend a revolving credit to the District in an amount not to exceed nine million dollars (\$9,000,000), subject to the conditions set forth in the Agreement. Pursuant to the Agreement, no funds can be lent following 36 months after the effective date. Therefore, the District can borrow funds up until February 19, 2022.

Since entering into the Agreement, the District borrowed a total of \$8,100,000.00. To date, the entire amount extended to the District has been paid in full.

In order to terminate the Agreement prior to February 19, 2022, both the City and the District have to agree to the termination and execute an agreement to that effect. There is no clause in the Agreement that would allow for termination of the Agreement without the District being in breach. To date, the District has not been in breach at any time. **Staff recommends Council following discussion provide direction to staff regarding requesting the Tulare Local Healthcare District to agree to early termination of the Debtor-In-Possession Credit Agreement, as requested.**

(3) City Manager [Time estimate: 8:40 p.m. to 8:45 p.m.]:

a. Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]

XV. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3) [Time estimate: 8:45 p.m. to 9:00 p.m.]

XVI. ADJOURN REGULAR MEETING

**ACTION MINUTES OF TULARE
CITY COUNCIL, CITY OF TULARE**

February 16, 2021

A closed session of the City Council, City of Tulare was held on Tuesday, February 16, 2021, at 6:00 p.m., in the Tulare Public Library & Council Chambers, 491 North “M” Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre, Jose Sigala, Stephen C. Harrell, Patrick Isherwood

STAFF PRESENT: Rob Hunt, Mario Zamora, Special Counsel – Mandy Jeffcoach, Leonard Herr^(Via Phone), Josh McDonnell, Michael Miller, Janice Avila, Ken Wales, Jason Bowling, Roxanne Yoder

6:00 p.m.

I. CALL TO ORDER CLOSED SESSION

Mayor Mederos called closed session to order at 6:00 p.m.

- II. CITIZEN COMMENTS** - Comments from the public are limited to items listed on the agenda (GC 54954.3a). Speakers will be allowed three minutes. Please begin your comments by stating and spelling your name and providing your city of residence.

III. ADJOURN TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION(S):

Mayor Mederos adjourned to closed session at 6:02 p.m. for the items as stated by City Attorney Mario Zamora.

- (a) 54956.9(a) Conference with Legal Counsel – Existing Litigation (1)
Name: City of Tulare v. Phillips, et. al. - TCSC No. VCU 276579
[Submitted by: Special Counsel Leonard Herr]
- (b) 54956.9(d)(2)&(e)(2) Conference with Legal Counsel – Anticipated Litigation One (1) item of anticipated litigation (*This involves the Agreement and Undertaking between the City and Del Lago Place LLC and the status of discussions with the surety following the bond claim.*) [Submitted by: Special Counsel Mandy Jeffcoach]
- (c) 54956.9(d)(1) Conference with Legal Counsel – Existing Litigation (1)
Name of Case: Del Lago Place, LLC v. City of Tulare – TCSC No. VCU 285610
[Submitted by: Special Counsel Mandy Jeffcoach]
- (d) 54956.9(b) Conference with Legal Counsel – Anticipated Litigation One (1) item of significant exposure. Threat of litigation by Meena Reddy against the City regarding homeowners association in Tesori subdivision. [Submitted by: M. Zamora]

IV. RECONVENE CLOSED SESSION

Mayor Mederos reconvened from closed session at 7:25 p.m.

V. CLOSED SESSION REPORT (if any)

Mayor Mederos advised there was no reportable action.

VI. ADJOURN CLOSED SESSION

Mayor Mederos adjourned closed session at 7:25 p.m.

A regular session of the City Council, City of Tulare was held on Tuesday, February 16, 2021, at 7:00 p.m., in the Tulare Public Library & Council Chambers, 491 North "M" Street.

COUNCIL PRESENT: Dennis A. Mederos, Terry A. Sayre, Jose Sigala, Stephen C. Harrel, Patrick Isherwood

STAFF PRESENT: Rob Hunt, Mario Zamora, Josh McDonnell, Michael Miller, Darlene Thompson, Trisha Whitfield, Wes Hensley, Rodnie Roberts, Traci Myers, Janice Avila, Ken Wales, Jason Bowling, Nick Bartsch, Alexis Costales, Mario Anaya, Ray Guerrero, Russell Laswell, Manny Correa, Jon Hamlin, Roxanne Yoder

VII. CALL TO ORDER REGULAR SESSION

Mayor Mederos called the regular session to order at 7:25 p.m.

VIII. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Sigala led the Pledge of Allegiance and Vice Mayor Sayre led the invocation.

IX. CITIZEN COMMENTS

Mayor Mederos requested those who wish to speak on matters not on the agenda within the jurisdiction of the Council, or to address or request a matter be pulled from the consent calendar to do so at this time. He further stated comments related to general business matters would be heard at the time that matter is addressed on the agenda.

Donnette Silva-Carter, Tulare Chamber of Commerce CEO provided an update of COVID related Chamber efforts.

Samantha (no last name provided) addressed the Council with concerns regarding homeless encampments and moving them from place to place.

X. COMMUNICATIONS

City Manager Rob Hunt provided an update on conversations with City School officials regarding the after-hours use of school property.

XI. CONSENT CALENDAR

It was moved by Council Member Harrell, seconded by Vice Mayor Sayre, and unanimously carried that the items on the Consent Calendar be approved as presented with the exception of item 4.

- (1) Authorization to read ordinances by title only.**
- (2) Approve minutes of January 26 & 27, 2021 and February 2, 2021 special/regular meeting(s) [Submitted by: R. Yoder]**
- (3) Declare John Avila's (at-large) seat and Jesse Salido's (District 3 appointment) seat on the Police Department Citizen Complaint Review Board, extended terms ending June 30, 2021, vacant and direct staff to post the vacancy and solicit applications. [Submitted by: R. Yoder]**
- (4) Authorize the City Manager to execute a preliminary oversized reimbursement agreement with Quest Equity, LLC that identifies estimated construction and property dedication costs associated with improvements required for various private development projects that will be eligible for reimbursement in accordance with Chapter 8.64 of the Municipal Code, subject only to minor conforming and clarifying changes acceptable to the City Attorney and City Manager. [Submitted by: M. Miller]** Council Member Sigala pulled the item for discussion and clarification. City Engineer Michael Miller responded thereto. Following discussion, it was moved by Council Member Isherwood, seconded by Vice Mayor Sayre and carried 4 to 1 (Council Member Sigala voting no) to approve the item as presented.
- (5) Approve Parcel Map 2020-05 filed by Isabel Casanova Ruiz for the division of land located on the south side of Prosperity Avenue, east of Sacramento Street for recordation, and accept all easements and dedications offered to the City. [Submitted by: M. Miller]**
- (6) Receive and accept the City's annual audited financial statements Comprehensive Annual Financial Report (CAFR) for 2019-2020 fiscal year. [Submitted by: D. Thompson] *Note: Due to its size a copy of the CAFR is available for public viewing in the Office of the City Clerk.***
- (7) Accept as complete the contract with Talley Oil, Inc. of Madera, CA for the turnkey supply, delivery and application of asphaltic pavement preservation rejuvenating agent project (RFB 21-717); and authorize the Public Works Director to sign the Notice of Completion and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [Submitted by: T. Whitfield]**

XII. SCHEDULED CITIZEN OR GROUP PRESENTATIONS

- (1) **Presentation from City staff and the vendor regarding the Tulare Cycle Park. [Submitted by: J. McDonnell]** Vendor/Operator Dieter Temmerman and General Services Manager Manny Correa provided a PowerPoint presentation for the Council's edification.
- (2) **Community & Economic Development Update. [Submitted by: T. Myers]** Community & Economic Development Director Traci Myers provided an update on the City's' Community & Economic Development projects throughout the community.

XIII. MAYOR/COUNCIL REPORTS OR ITEMS OF INTEREST - G.C. 54954.2(3)

XIV. GENERAL BUSINESS

Comments related to General Business Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Council.

(1) Public Hearing:

- a. **Public Hearing to pass-to-print Ordinance 2021-01 adopting amended Section 9.12.010 of Chapter 9.12 of the City Code of Tulare entitled and pertaining to "Prima Facie Speed Limits". [Submitted by: M. Miller]** City Engineer Michael Miller provided a report for the Council's review and consideration. Mayor Mederos requested to reopen the public hearing from the previous meeting. It was moved by Council Member Isherwood, seconded by Council Member Sigala and unanimously carried to reopen the public hearing. Mayor Mederos opened the public hearing at 8:32 p.m. Following discussion and with no public comment, Mayor Mederos closed the public hearing at 8:38 p.m. With no further discussion, it was moved by Council Member Sigala, seconded by Council Member Harrell and unanimously carried to pass-to-print Ordinance 2021-01 as presented.
- b. **Public Hearing to adopt Resolution 2021-05 approving the 2019 Community Development Block Grant (CDBG) Annual Action Plan (APP) Amendment IV to allocate CARES Act CDBG funds in the amount of \$273,963 for emergency rental, mortgage, and utility assistance, \$72,843 for food, personal protective equipment, and other services for people experiencing homelessness, and \$50,000 to food pantry and delivery services; and authorize the City Manager or his designee to submit the same to HUD on behalf of the City of Tulare. [Submitted by: T. Myers]** Vice Mayor Sayre recused due to a business relationship with Salt+Light and left the meeting. Community & Economic Development Director Traci Myers introduced Housing & Grants Specialist Alexis Costales who provided a PowerPoint presentation for the Council's review and consideration. Mayor Mederos opened the public hearing at 8:52 p.m. Adrienne Hillman, CEO of Salt+Light, addressed the Council. Following discussion, Mayor Mederos

closed the public hearing at 9:25 p.m. With no further discussion, it was moved by Council Member Isherwood, seconded by Council Member Sigala and carried 4 to 0 (Vice Mayor Sayre recused) to adopt Resolution 2021-05 as presented.

(2) Appeal Hearing:

- a. Appeal hearing of the Chief of Police’s decision to revoke registration for Kern Ave Massage, located at 151 E. Kern Avenue, and further consideration of adoption of Resolution 2021-06 denying applicant’s appeal or upholding the applicant’s appeal as presented. [Submitted by: W. Hensley and R. Guerrero]** Mayor Mederos opened the appeal hearing at 9:26 p.m. Sergeant Ray Guerrero and Principal Planner Mario Anaya provided a report for the Council’s review and consideration in support of denying the appeal based upon facts and circumstances contained in the staff report, photos and in the testimony as presented. Chunmei Xu, appellant and Michael Sereno addressed the Council in support of upholding the appeal. Mayor Mederos opened public comments at 9:46 p.m., with no public comments forthcoming, he closed public comments at 9:46 p.m. Sergeant Ray Guerrero and Police Chief Wes Hensley addressed the Council in rebuttal. Mayor Mederos closed the appeal hearing at 9:48 p.m. Following questions and comments, it was moved by Council Member Harrell, seconded by Council Member Isherwood and unanimously carried to deny the appeal and revoke registration for Kern Ave Massage, as requested by staff and as supported by the evidence and testimony received.

(3) Transit:

- a. Receive and file report on status of two items related to the provision of Transit in the City of Tulare: 1) Status of utilization of CARES funds granted to the City, and 2) Status of transition from management of City of Tulare’s Transit system to the Tulare County Regional Transit Authority. [Submitted by: J. McDonnell and D. Thompson]** Deputy City Manager Josh McDonnell and Finance Director Darlene Thompson provided a report for the Council’s review and consideration. Informational item only.

(4) City Manager:

- a. Report on street banner programs honoring military service members. [Submitted by: J. McDonnell]** Deputy City Manager Josh McDonnell provided a report for the Council’s review and consideration. Comments offered by Gary Cole (Brave Project Visalia).
- b. Report and Discussion regarding State Route 99 encampments and Press Release related there to. [Submitted by: R. Hunt]** City Manager Rob Hunt provided a report for the Council’s review and consideration. Questions and comments addressed by staff.

- c. **Update, discussion and receive direction, if necessary, regarding COVID-19, etc. [Submitted by: R. Hunt]** City Manager Rob Hunt provided an update for the Council's review and consideration. Questions and comments made by Council and staff.

XV. STAFF UPDATES AND FUTURE AGENDA ITEMS – GC 54954.2(3)

Council Member Harrell inquired about mattress and graffiti abatement. Staff to address.

Council Member Sigala requested and received consensus to add the following items to a future agenda for discussion:

Discussion on being the first city to transfer operations to the Tulare County Regional Transit Authority.

Discussion on the City's loan with the Hospital District.

Discussion on requesting the County allocate the City of Tulare their respective portion of \$13.8 million in federal funding for rental assistance received.

City Manager Rob Hunt reminded Council and Staff of the following items at upcoming meetings:

February 24, 2021 – Special Study Session at 6:00 p.m. on Homeless Shelter Siting Criteria and further discussion on the State Route 99 Encampments.

March 2, 2021 – County Presentation by Board Supervisor Pete Vander Poel and Health and Human Services Authority Presentation on COVID-19 and vaccinations.

March 16, 2021 – Study Session at 6:00 p.m. to receive and discuss the Council's Strategic Planning Report and review of priorities.

XVI. ADJOURN REGULAR MEETING

Mayor Mederos adjourned the regular meeting at 11:08 p.m.

President of the Council and Ex-Officio
Mayor of the City of Tulare

ATTEST:

Chief Deputy City Clerk and Clerk of the
Council of the City of Tulare

AGENDA ITEM: Consent 3

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Approve an agreement with National Demographics Corporation (NDC) to provide City Council Redistricting Services for the City of Tulare in accordance with Assembly Bill 849 (Fair Maps Act) and Assembly Bill 1276 (Local Redistricting) in an amount up to \$35,000 and authorize the City Manager to execute same.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On January 19, 2021, the Tulare City Council received a PowerPoint presentation on the California Fair Maps Act and the process related to redistricting the City's current Council Districts. Following that presentation the Council directed staff to solicit quotes for redistricting services.

Staff obtained the following information (proposals attached):

Services	National Demographics Corp. - NDC (Glendale)	Best, Best & Krieger (Irvine)	Redistricting Partners (Sacramento)	Q ² Data & Research (Oakland)
Nationally recognized PhD Demographer	Dr. Douglas Johnson	Dr. Timothy P. McLarney	n/a	Not listed
Years of experience	40	25	10	Not listed
Costs	Basic Elements \$14,500 In person, per mtg \$2,750* Virtual, per mtg \$1,250*	Fixed \$40,000; if City's one public outreach mtg is virtual \$38,750; addnl mtgs default to special services hlry rate of \$325	\$37,000, based on expectation that most or all hearings will be done virtually, includes 5 meetings	\$40,000, additional meetings \$2,000 each, additional services charged hourly rates - Sr. Consultant \$225; GIS building \$200; GIS Analyst \$175; IT support \$100; Statistician \$300
Census, GIS, Data Collection	Included	Included	Included	Included
Plan Development, Maps	Included	Included	Included	Prepared not printed
Host & Update Website	4000*	Included in cost	n/a	n/a
Plan Implementation w/Registrar of Voters	Included	Included	Included	Included
Public Engagement/Outreach Assistance	Assists agency staff and makes available to all clients a library of sample outreach materials, conducts workshops, hearings, public participation basic mapping tool kit, included	One in person public outreach meeting; mapping kit	n/a	Collaborates with City and will review for City to conduct
(Optional - not required) Online mapping tool	Maptitude \$6,000; DistrictR \$3,000; ESRI \$80,000* most robust	Maptitude Cost TBD	Maptitude \$8,000* ; \$2,500 training or DistrictR \$3,500	Not included
(Optional) **Marketing	n/a	n/a	n/a	n/a
OVERALL COSTS w/out optional items	\$24,750 to \$32,250*	\$38,750 to \$40,000	\$37,000	\$40,000

**Professional marketing costs are approximately \$30,000

*includes base cost, web hosting and calculations on 5 meetings based on low to high amount

NDC has vast experience in this area and has been successful in assisting a number of public agencies through this process and was the City's demographer through the redistricting process in 2011/2012.

Below is a typical 2021/2022 timeline (subject to change due Census data delays) and description of project elements proposed by NDR, which will vary depending on the jurisdiction, availability of data and retention of demographer to conduct services:

January – March	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
April – July	Census data received and processed; any mapping tools prepared; and initial pre-draft-map hearing(s) held.
August - November	Draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
December – February	Final plan revisions made and plan adopted and implemented.

Pursuant to the United States Census 2020 website the count is complete; however, due to COVID-19 related delays the Bureau is currently processing the data and redistricting counts will be available to all states by September 30, 2021.

Once the process begins, NDC will assist the City to ensure that all procedures and hearing requirements are followed, including map adoption, no earlier than August 1, 2021, but no later than June 10, 2022, unless the State extends the current deadlines.

STAFF RECOMMENDATION:

Approve an agreement with National Demographics Corporation (NDC) to provide City Council Redistricting Services for the City of Tulare in accordance with Assembly Bill 849 (Fair Maps Act) and Assembly Bill 1276 (Local Redistricting) in an amount up to \$35,000 and authorize the City Manager to execute same.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Funding has been budgeted over the 20/21 and 21/22 budget cycles.

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: **Rob Hunt**
 Roxanne Yoder

Title: **City Manager**
 Chief Deputy City Clerk

Date: **February 10, 2021**

City Manager Approval: _____



National Demographics Corporation

A Proposal to
City of Tulare
for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

January 8, 2021



National Demographics Corporation

January 8, 2021

Roxanne Yoder
Chief Deputy City Clerk
City of Tulare
411 E Kern Ave
Tulare, CA 93274

Dear Ms. Yoder,

Thank you for the opportunity to provide this proposal to Tulare. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including the City's initial move to by-district elections and similar work for virtually every city in the region (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the City.

For each project, there are certain required basic elements, and there are several options that the City can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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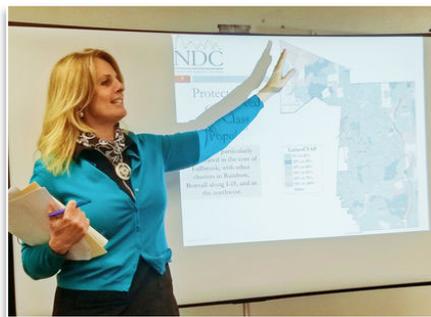


Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC’s work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.





Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.



National Demographics Corporation

Understandably, a common question in every redistricting whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. The NDC team includes members who worked or served in Republican positions before coming to NDC, and members who worked or served in Democratic positions, and obviously every team member holds their own personal political beliefs. Arriving at work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the "transparent districting" approach that involves the public at every stage of the process and the company invented the "public participation kit" back in 1990. But NDC's most valuable service is the firm's experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC's approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.



Project Software

NDC uses Caliper Corporation's Maptitude for Redistricting software for processing public map submissions and drawing NDC's draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard "Shapefile" and "File Geodatabase" GIS data formats, and Maptitude for Redistricting can export all files to "Shapefile" and "File Geodatabase" formats.

NDC uses ESRI's ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

NDC Approach to Public Engagement

The Three E's of Public Participation: Engage, Educate, and Empower

NDC's "Three E's" approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC's approach begins with the first "E": **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second "E" is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third "E" is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.

When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

For every project, at no extra expense, NDC includes an online “interactive review map” that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

Sample Public Participation Mapping Tool

Public Participation Kit

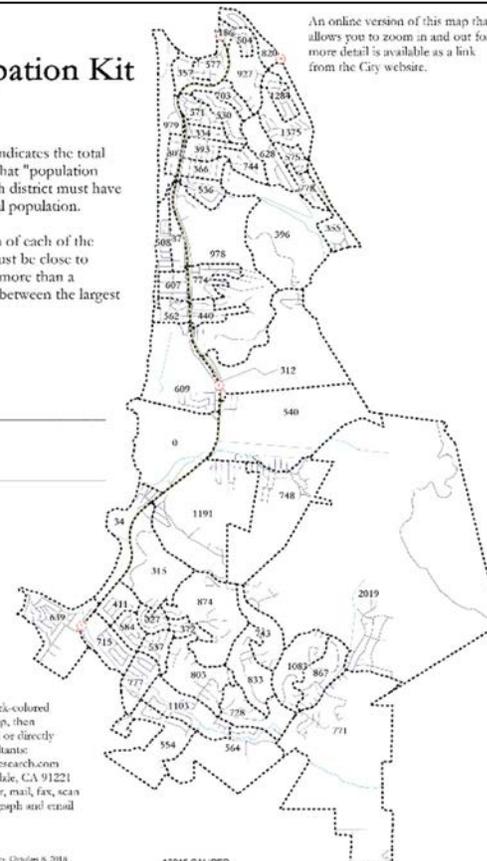
Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

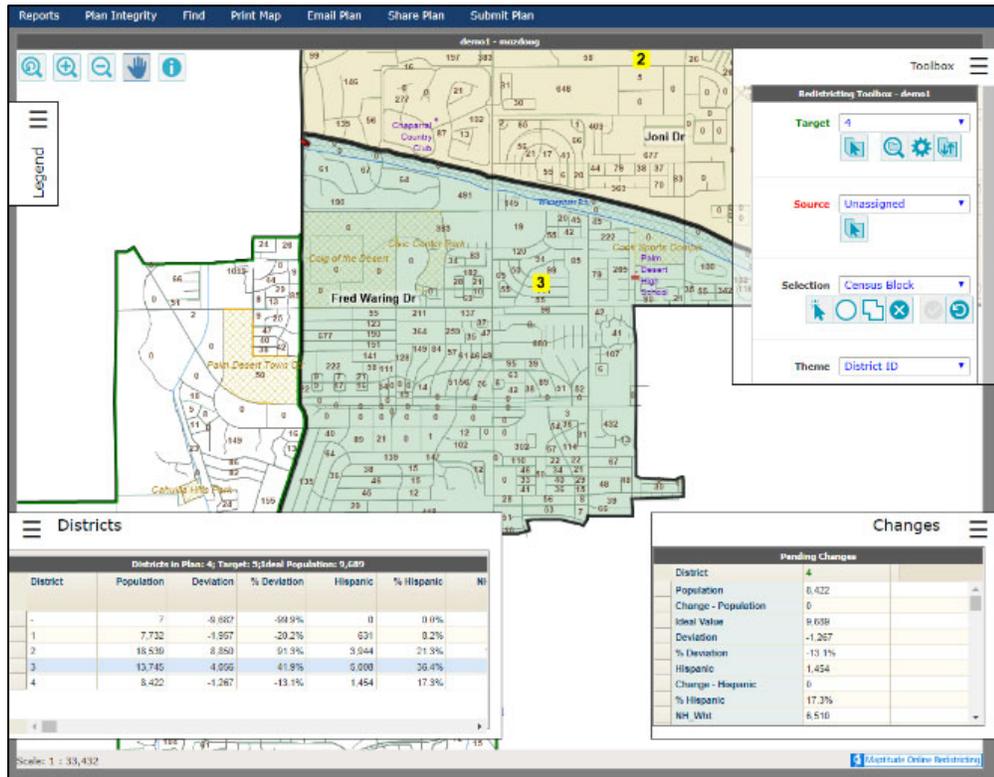
Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.



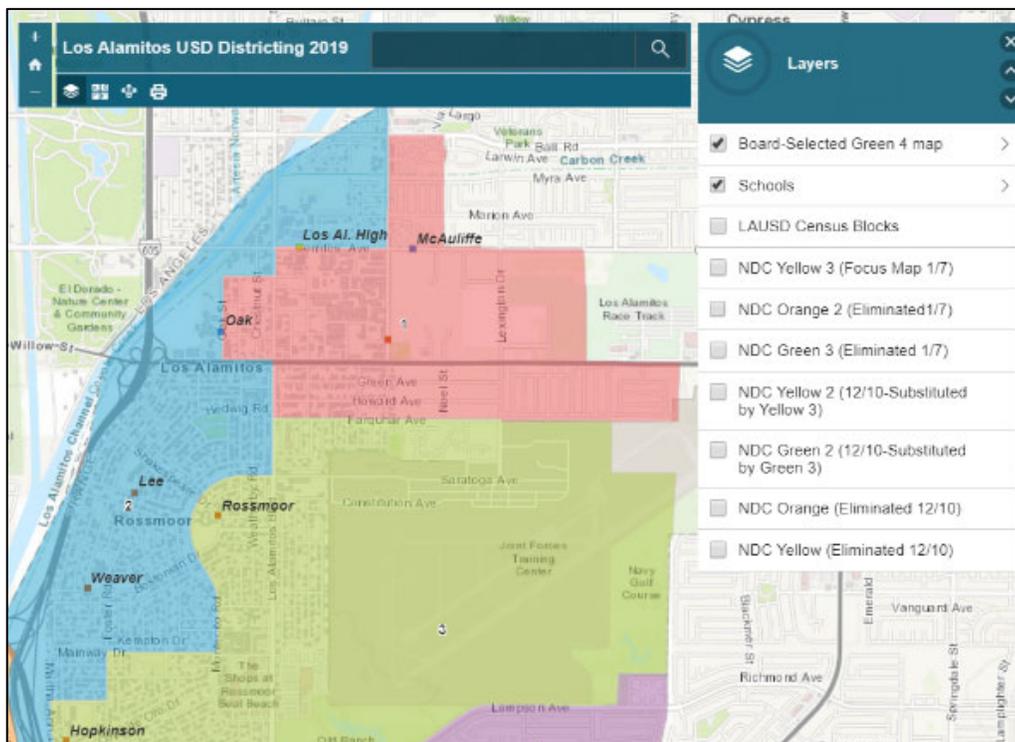
An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

Source: Demographic Data, October 8, 2018. ©2018 CALIPER

Sample Online Mapping Tool



Sample NDC “Interactive Review Map”
(used to view and evaluate, not to draw, maps)





The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

Recognition of the NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*



5. *The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting*

In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on “Building a National Redistricting Reform Movement,”
- Texas Tech University hosted Dr. Johnson as a panelist at its “Symposium on Redistricting;”
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on “Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011” and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on “Communities of interest and technology in redistricting.”

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

- General Meeting panel: 2006 and 2015
- Executive Forum panel: 2018 and 2020
- City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
- City Manager Department panel: 2015 and 2019
- City Attorney Department panel: 2018
- Inland Empire Chapter presentation: 2016
- South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC’s expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	“Voice of San Diego” Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act



National Demographics Corporation

2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process
2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act



2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 "FAIR MAPS Act" in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California's State-level Independent Redistricting Commission.

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach



Expert Witness and Litigation Consultant

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

- | | |
|--------------|---|
| 1. Anaheim | 7. Santa Clarita |
| 2. Carson | 8. Whittier |
| 3. Compton | 9. Santa Clarita Community College District |
| 4. Escondido | 10. Tulare Health Care District |
| 5. Modesto | |
| 6. Poway | |

NDC Client Testimonials

Here is a sampling of what NDC’s people have to say about NDC:

“Here’s a great expert. . . . today you bring him in for what sounds like good information, very smart man up here.”

United States Fourth District Court Judge James A Wynn, Covington v North Carolina, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399



National Demographics Corporation

“I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state.”

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

“The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It's cool.”

Modesto resident's comment, June 16, 2008

“One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC.”

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

“In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner.”

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

“It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process.”

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission (Independent)



National Demographics Corporation

“Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. “

Jennifer Williams, Ed. D., Fullerton Joint Union High School District,
Executive Director Administrative Services

“Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

Ted W. Lieu, Member of Congress, California 33rd District.

Impeccable References

All of NDC’s former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.

Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.



National Demographics Corporation

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

January – March	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
April – July	Census data received and processed; any mapping tools prepared; and initial pre-draft-map hearing(s) held.
August - November	Draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
December – February	Final plan revisions made and plan adopted and implemented.



Detailed Project Scope of Work

January – March, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction’s website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and ‘invitations to participate’ sent out to the general public, to overlapping jurisdictions, and to community organizations.

April –June, 2021: Initial Data Analysis and Ongoing Outreach

- h. Census data released and California Statewide Database completes “prison adjustments” of the data.
- i. NDC adds socio-economic data from the Census Bureau’s American Community Survey to the state demographic data.
- j. NDC matches the demographic database to the existing election areas.



- k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of “protected class” population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / homeowners, and single-family / multi-family residences).
- l. NDC report is circulated to the jurisdiction and into the project outreach messaging.

June – July, 2021: First Hearing

(Or multiple initial hearings or hearings and forums, if the jurisdiction wishes to hold more than one hearing and/or public forums prior to the release of draft maps.)

- m. NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.
- n. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.
- o. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- p. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- q. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.

August – September, 2021: Draft Mapping Time

- r. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn, and welcoming any maps residents wish to submit.



- s. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- t. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- u. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- v. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.

October – November, 2021: Initial Map Review and Direction

- w. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- x. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- y. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- z. Two to three weeks are needed for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.

January – February, 2022: Map Adoption

- aa. Any new or revised maps, related demographics, and summaries are posted on the project website.



- bb. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- cc. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- dd. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- ee. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- ff. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction's elected leadership.

Outreach Assistance

NDC brings topical expertise to your jurisdiction's outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction's in-house communications staff and/or with one or more outreach organizations. We have a number of



firms we recommend, and we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Projects with this level of outreach are relatively rare, as most projects can be handled by the jurisdiction's existing communications team using the samples, templates and advice NDC provides.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction's website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction's project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).

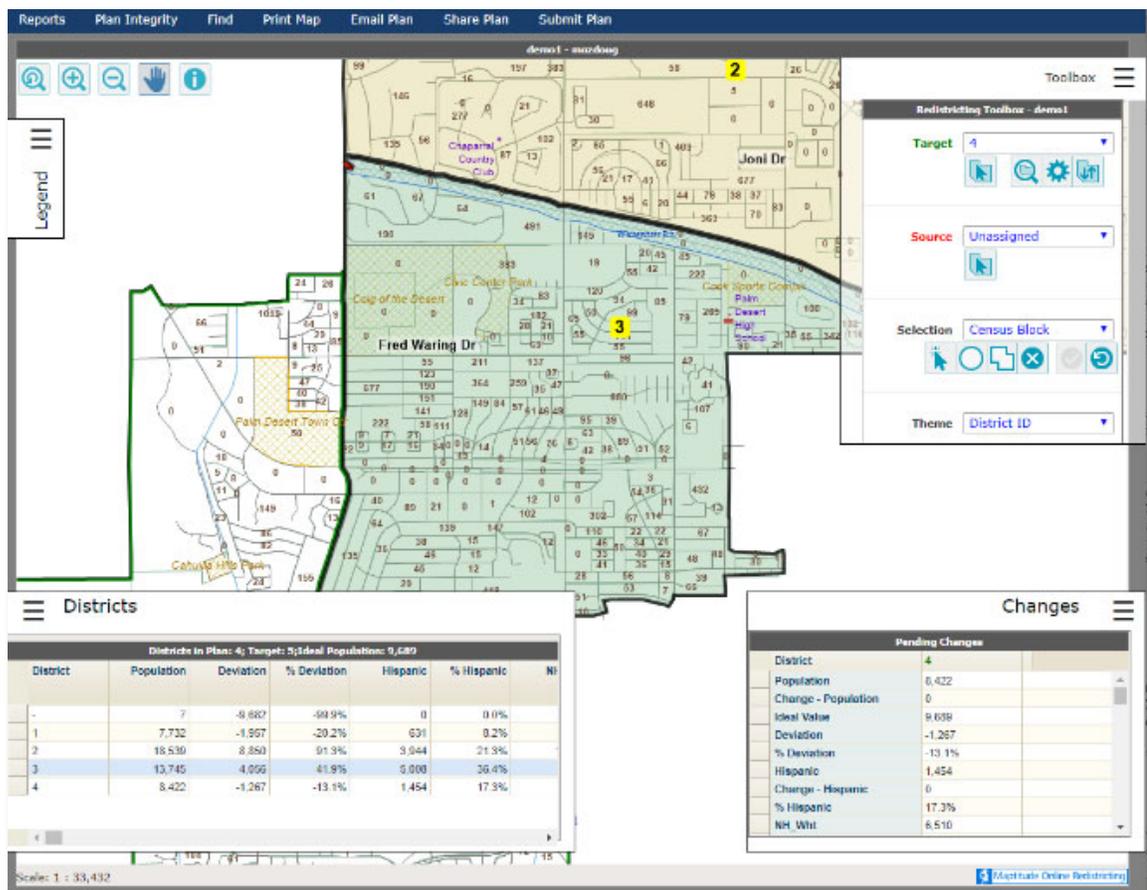
The screenshot shows the City of Lake Forest website. At the top left is the City of Lake Forest logo, which includes a circular emblem with a tree, a lake, and mountains, and the text 'CITY OF LAKE FOREST' and 'DECEMBER 20, 1991'. To the right of the logo is a 'Select Language' dropdown menu and a search bar. Below the header is a dark blue navigation bar with the following links: WELCOME, SCHEDULE, DRAFT MAPS, DRAW A MAP, CONTACT, FAQ, and RESOURCES. The main content area is divided into two columns. The left column is titled 'Home' and contains the following text: 'The City Council is asking for your help planning our City's change to by-district Council elections. Lake Forest, like over 60 cities and 150 school districts across the state, is making a change in how voters elect the City Council.' 'Beginning in 2018, City Council members will be elected district by district, instead of the current at-large citywide elections in which all voters have the ability to vote for all City Council seats.' 'We need your help to make this change!' 'The primary goal when drawing Council election districts is to draw lines that keep neighborhoods together. So the Council wants to know: what do you consider the boundaries of your neighborhood?' 'On October 3rd, the Council selected five "focus" maps, numbered 109, 110, 115, 116 and 128. On November 7th, the Council requested eight new variations on "focus" maps 116 and 128. All of these maps are all available on the "Draft Maps" page.' 'More information will be posted to this page as the process moves forward.' The right column is titled 'Next Steps' and contains the following text: 'Tuesday, December 5 (Regular Council Meeting) Council hearing to solicit "input regarding the content of the draft maps and the proposed sequence of elections." Council selection of a map and introduction of ordinance.' 'Tuesday, December 19 (Regular Council Meeting) Second reading and final adoption of ordinance.' At the bottom of the page is a dark blue footer bar with the text 'Copyright 2020. City of Lake Forest. All Rights Reserved.' and a 'Contact Us' link.

Background on Online Mapping Tool Options

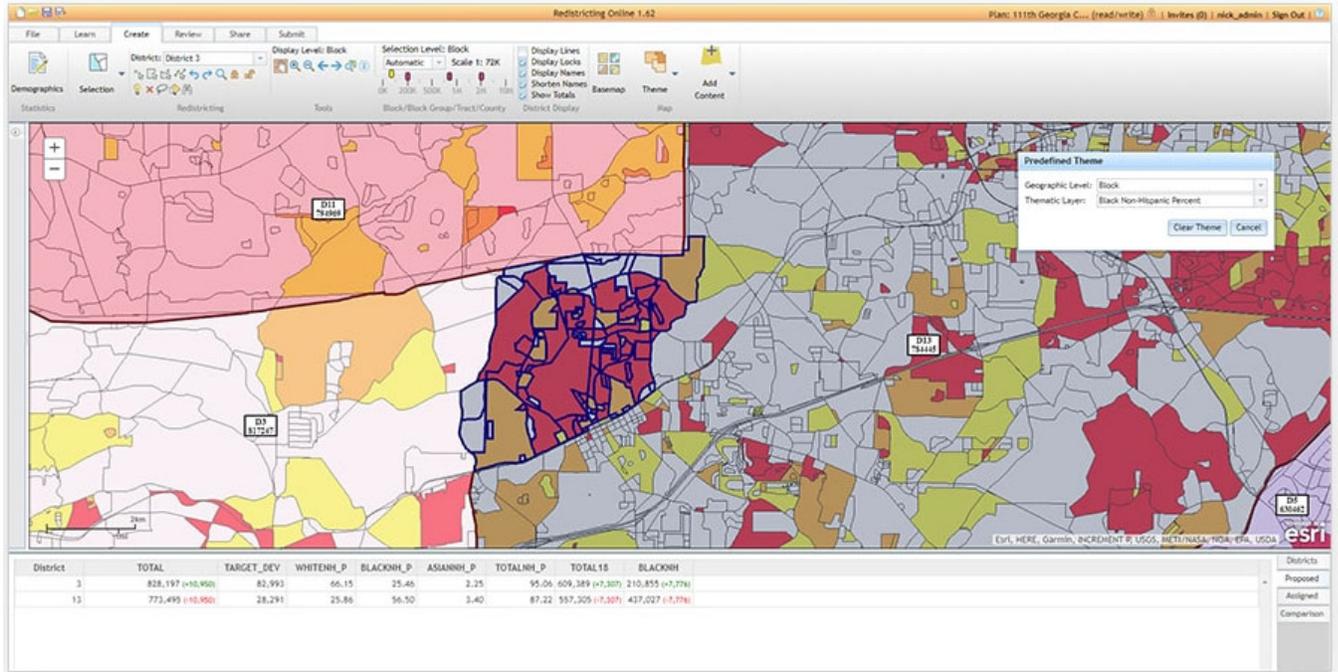
NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC’s online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation’s “Maptitude Online Redistricting” tool. Even with the technical challenges arising from such tools’ power and flexibility, NDC’s training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.



The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product typically costs significantly more. As a result, traditionally only the largest jurisdictions consider it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.



Project Pricing

Basic Project Elements (covers everything except for per-meeting and optional expenses):..... \$ 14,500

1. Per-Meeting expense:

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

2. Optional Project Elements:

- a) Project website \$ 4,000
- b) Online mapping tool options:
 - Caliper’s “Maptitude Online Redistricting” \$ 6,000
 - Tuft University’s “DistrictR” \$ 3,000
 - ESRI Redistricting *
- c) Public Participation Kit mapping tool:
 - i. With Caliper or ESRI online mapping tool..... incl. at no additional charge
 - ii. Without Caliper or ESRI online mapping tool \$ 3,000
- d) Working with independent or advisory redistricting commission..... no additional charge
- e) Additional outreach assistance..... separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.



Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt).....	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical.....	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.



Paper- and Excel-based Public Mapping Tools

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee or the entire “Still Balanced” project fee be paid following the decision on which project will be undertaken, with the balance of the project costs paid at the conclusion of the project.

Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s new “Fair Maps” law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision and the only project expense would be the “still balanced” analysis expense and any per-meeting fees (at the per-meeting rates stated above).

Includes all the services listed below: \$ 3,000

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.



Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

- NDC has more experience in the field of municipal political election systems than any other company.
- NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of the hundreds of local government districting or redistricting plan submitted by NDC.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.



Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For Tulare

Douglas Johnson, President

Date

Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: “Independent Redistricting Commissions: Hopes and Lessons Learned.”
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor “Let the public help draw voting districts,” October 25, 2013.
New York Times, "The Case for Open Primaries," February 19, 2009.
Los Angeles Times Opinion Articles:
“A neighbor’s help on redistricting” June 24, 2007.
“A Trojan horse primary for the GOP” February 25, 2007.
“Where a porn palace stood” (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: “The Poison Handshake” June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
"Competitive Districts in California" Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: “Californios For Fair Representation” and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: “The California Voting Rights Act: What Board Members Must Know.” December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials’ Reception and Dinner, “The California Voting Rights Act,” January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: “Opportunity to Engage Residents: The California Voting Rights Act.” January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: “Whose Line Is It Anyway: Making the transition from at-large to by-district elections.” September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, "The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting."
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, "Communities of Interest In Redistricting: A Practical Guide."

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

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office: (818) 254-1221
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*. 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences” Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013



BEST BEST & KRIEGER
ATTORNEYS AT LAW

www.BBKlaw.com

Proposal to Provide

Redistricting Services

Presented to:

City of Tulare

February 4, 2019

INDIAN WELLS

IRVINE

LOS ANGELES

MANHATTAN BEACH

ONTARIO

RIVERSIDE

SACRAMENTO

SAN DIEGO

WALNUT CREEK

WASHINGTON, D.C.

Stephanie Smith

18101 Von Karman Avenue, Suite 1000

Irvine, California 92612

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COVER LETTER

February 4, 2021

EMAIL DELIVERY

Roxanne Yoder, CMC
Chief Deputy City Clerk
City of Tulare
411 E. Kern Avenue
Tulare, CA 93274
ryoder@tulare.ca.gov

Re: Proposal for Redistricting Services

Dear Ms. Yoder,

Best Best & Krieger LLP (BB&K) is pleased to present this proposal to the City of Tulare (City) to provide professional redistricting consulting services. With 130 years of experience advising public agencies in California regarding all aspects of election law and election-related issues including districting, redistricting, initiatives, referendums, and voting rights, we are excited to assist the City with its redistricting needs.

A MULTI-DIMENSIONAL CHALLENGE

The redistricting process demands expertise in a variety of disciplines that aren't naturally found together in a single individual or firm. For this reason, it is common to find firms managing these processes that may have training in one field (e.g., demography) while lacking any formal training or expertise in other areas that are equally important (e.g., law). Unfortunately, redistricting processes also tend to be led by consultants who have spent their careers in private practice. Having never actually worked for a public agency, they often have difficulty appreciating the many ways in which the redistricting process can create ongoing challenges and long-lasting impacts for an agency's operations, officials, candidates, and constituents.

WHAT MAKES OUR TEAM DIFFERENT

The BB&K team delivers expertise and experience in each of the disciplines that are required to ensure the City redistricting process is handled seamlessly, professionally, in accordance with all legal requirements, and with the proper levels of engagement for the City, stakeholders and constituents. Specifically, we bring to the table:

Legal Expertise

BB&K's attorneys are true experts in election law, including the minutia of state and federal constitutional and statutory requirements that govern districting and redistricting. These include requirements under the Voting Rights Act, the 14th Amendment, the California Voting Rights Act, and redistricting guidelines in the California Constitution, government code, elections code, and local charters and ordinances. We also actively monitor and participate in case law that can shift the opportunities and risks associated with districting and redistricting. As legal questions arise,

our team of attorneys will ensure that the City of Tulare receives correct answers and insightful advice.

Expertise in Community Data

Understanding your community's characteristics is central to the redistricting process. Although census data forms the building blocks for any redistricting exercise, a deeper analysis of community characteristics, shifting demographics, voter data, election outcomes, and/or attitudinal profiles can help illuminate the process. BB&K's lead in this area (Timothy McLarney, Ph.D.) has more than 25 years of experience helping public agencies develop a statistically reliable understanding of the communities they serve. A recognized expert in research design and methodology, data collection, demographic analysis of census and voter data as well as advanced statistical techniques and modeling, Dr. McLarney has led more than 1,000 community research studies for public agencies in California.

Public Agency Perspective

If you choose BB&K as your consultant for redistricting services, I will serve as project manager and primary contact and ensure that all tasks are completed on time. I am BB&K's Director of Election Services and have more than 30 years of public sector experience, including 15 years as a city clerk in California. Having worked through multiple districting processes in different jurisdictions, I understand the mechanics, logistics, and the politics of redistricting from the agency's perspective as well as the importance of having that perspective well-represented throughout the process. As the City embarks on the redistricting journey, staff will find that I am an experienced ally for my clients; and I will help guide staff through the various stages of the process.

The hallmark of BB&K's success is the relationships we forge with our clients. Grounded in integrity, respect, and a shared commitment to excellence, these relationships create unity and ensure that we are fulfilling our role as a trusted advisor. We are excited at the prospect of building a strong relationship with the City of Tulare. If you have any questions about our proposal or would like to discuss any aspect in further detail, please do not hesitate to contact me by email at stephanie.smith@bbklaw.com or by phone at (949) 263-2612.

Sincerely,



Stephanie Smith
Director of Election Services
of BEST BEST & KRIEGER LLP

PROPOSAL

All California public agencies that hold elections by district must ensure that their district boundaries are mapped according to the latest U.S. Census results. Districting rules under the California Voting Rights Act (CVRA) are very specific and complex, and the April 2022 deadline to complete redistricting activities from the 2020 U.S. Census results will approach fast. In addition, in the wake of the July 2020 California Appellate Court decision in *Pico Neighborhood Association v. City of Santa Monica*, uncertainties and risks of costly court challenges exist for public agencies until and unless cases are heard by the California Supreme Court.

The proposed team — which includes qualified BB&K election law attorneys and experts in census data, data visualization, and mapping — offers the City seamless and proficient consultant services at a competitive, flat fee to meet the City’s redistricting needs. Our combined unique experience coupled with our unparalleled attention to client satisfaction will provide the City with services that exceed its redistricting goals.

BB&K’s election law team is well versed in all aspects of the CVRA and the Federal Voting Rights Act (FVRA). We have extensive experience helping public agencies respond to CVRA and FVRA violations claims and demands made to change districts by a well-coordinated cadre of plaintiffs. We help local public agencies convert to a “by district” format, working to establish proportional voting districts as required by federal and state law. We also advise on redistricting/reapportionment issues that arise whenever a new federal census report is published.

TEAM

If you choose BB&K as your consultant for redistricting services, Stephanie Smith will serve as project manager and primary contact and ensure that all tasks are completed on time. As Director of Election Services, she supervises BB&K’s Election Services Consulting Initiative, which includes redistricting and demography services for client and non-client district-based agencies, as well as election litigation services. She has more than three decades of hands-on experience in municipal government, including serving as city clerk to the cities of Murrieta and Lake Forest.

Stephanie will be supported by BB&K partners Scott Smith and Matthew “Mal” Richardson and of counsel William J. Priest in providing expanded election law counsel. Combined, they have decades of experience advising clients on election laws. The team also includes Timothy McLarney, Ph.D., President and co-founder of True North Research. A recognized expert in research methodology, demographic analysis of census and voter data, advanced statistical techniques, and modeling, Dr. McLarney has occupied a lead role in more than 1,000 community research studies for public agencies including cities, counties, special districts, school districts, universities, and regional councils of government. As our team member, Dr. McLarney will seamlessly integrate his services and communications with BB&K to serve the City.

Full resumes of team members are attached as **Appendix A** for your consideration.

SCOPE OF WORK

BB&K offers the City two choices for redistricting services — **Basic Census Services** and **Full Redistricting Services** — as outlined below. Basic Census Services are a prudent step for agencies that have experienced low levels of population growth and change over the past decade and that anticipate their existing district boundaries remain in compliance. Basic Census Services are a cost-effective way to confirm if this is indeed the case.

For agencies that have experienced significant population growth, demographic changes, and/or shifts in housing density during the past decade, Full Redistricting Services provide a comprehensive approach to redistricting that allows for ample community engagement, discussion, and legally-compliant district development. Given that the City of Tulare has grown more than 14% since the 2010 census, it is likely that redistricting will be required to balance the City's population within districts and ensure proper consideration for communities of interest.

Redistricting assistance includes involvement by BB&K attorneys, staff, and expert demographic services through one comprehensive service agreement.

Basic Census Services

BB&K and its community data experts will assist the City in generating and reviewing its census data for each existing election district and evaluating the relationship between existing districts any concentrations of "protected class" voters as defined by the FVRA. BB&K will generate a written summary of conclusions and an assessment of whether existing election areas meet "equal population" requirements.

If the City concludes based on this data that voting districts are adequately balanced with no Voting Rights Act concerns to address, the project will conclude with Basic Census Services. Basic Census Services include a presentation by our team to present our conclusions.

Specific Basic Census Services include:

- Compilation of total population and voting age population
- Overlaying of existing election district lines
- Compilation of population data by election area and calculation of population deviations
- Review of any potential divisions of "protected class" resident concentrations
- Creation of a memorandum summarizing findings

Full Redistricting Services

Full Redistricting Services and the allocation service responsibility encompass:

- Project setup and coordination
 - BB&K will develop a demographic database including U.S. Census Bureau and California Statewide Database data
 - BB&K will incorporate any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (such as school locations, school

- attendance areas, important local landmarks, or local neighborhood boundaries)
- BB&K will conduct initial telephonic discussion about data, communities of interest, project schedule, criteria, and special concerns of the jurisdiction
- BB&K will attend any virtual/telephonic calls to discuss project progress or answer questions
- Plan development
 - BB&K will draft a memo on population balance and any potential divisions of “protected class” population concentrations in the existing election areas map
 - BB&K will create two to four initial draft maps
 - BB&K will analyze and prepare all whole or partial plans submitted by the public for presentation
 - BB&K will convert all maps and reports to web-friendly versions
 - BB&K will post all maps online to an interactive review website
 - BB&K will create any requested additional and/or revised maps as requested
- Plan implementation
 - BB&K will work with the county registrar of voters to implement the final adopted plan.
- Project website
 - BB&K will create, host, and update a dedicated project website such as maptulare2021.org
- Paper and Excel-based map drawing kit
 - As part of its fixed fee, BB&K creates both paper and Excel-based map drawing kits to provide interested parties with additional methods of engaging in the redistricting process in the event that an online mapping tool is not selected. Paper mapping kits include a one-page map of the agency broken out by census tract with population numbers and simple instructions for drawing. Participants can draw their preferred map configuration right on the page and submit their map to the agency via mail or email. The Excel-based map kit includes various census tracts and population numbers in a formula based worksheet that can be “drawn” and emailed directly to the agency for consideration.
- Online mapping tool (Optional)
 - BB&K is committed to providing residents with technology to review draft maps and create and submit their own maps. The BB&K team has experience using Maptitude Online Redistricting, the primary online redistricting mapping tool from Caliper Corporation, and has trained community members in its use. Use of an online mapping tool like Maptitude often results in the submission of

additional maps from the public. In many cases, maps created by community members best reflect the makeup of communities and are selected by governing bodies for adoption.

RELEVANT WORK AND REFERENCES

The BB&K team has assisted hundreds of cities, special districts, and other public agencies in California with districting; redistricting; passing initiatives; calling referenda; supporting voting rights; and developing a statistically reliable understanding of their communities through expert analysis of census data, voter data, data visualization, and mapping.

City of Palm Springs Transition to Districts

The City of Palm Springs transitioned to by-district elections in 2018. During the course of the transition, the community held over 40 public outreach and community engagement meetings in addition to four required public hearings. As part of the transition, the city moved from a directly elected mayor to an appointed, rotational mayor. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

Reference: Anthony J. Mejia, MMC, City Clerk
760.323.8206; Anthony.Mejia@palmspringsca.gov

City of Lake Forest Transition to Districts

The City of Lake Forest transitioned to by-district elections in 2017. During the course of the transition, the community held four public outreach and community engagement meetings in addition to four required public hearings. BB&K supported the transition with project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

Reference: Debra D. Rose, City Manager
949.461.3410; drose@murrietca.gov

City of Murrieta Voter Data Analysis/Subgroup Profiling

Dr. McLarney provided the City of Murrieta with a detailed analysis of the city's voter data to help the city better understand community demographics, subgroup affiliations, voting propensity, and how the city's electorate is distributed geographically (districts) and across key subgroups of interest. Combined with statistically reliable opinion data, Dr. McLarney's analysis was instrumental to the city's efforts to enhance funding for city services through a successful ballot measure.

Reference: Kim Summers, City Manager,
951.461.6010; ksummers@murrietaca.gov

City of Stanton Transition to Districts

The City of Stanton transitioned to by-district elections in 2017. During the course of the transition, the community conducted five public hearings and provided district election materials in multiple languages. BB&K supported the transition by providing project oversight, supervision of demographic analysis, federal and state Voting Rights Act legislation compliance, community outreach, training of public members in how to use an online mapping tool, public hearing support, ordinance preparation, and plan implementation.

Reference: David J. Shawver, Mayor
714.890.4245; dshawver@ci.stanton.ca.us

COSTS

BB&K will provide Basic Census Services including attendance at an in-person City meeting for a fixed fee of \$4,000. If the City's meeting is virtual/telephonic, BB&K will provide Basic Census Services at a fixed fee of \$3,750. Pre-meeting calls or questions are covered by the fixed fee. Additional meetings will be billed at BB&K's default special services hourly rate.

BB&K will provide Full Redistricting Services, including expert demographer (Dr. McLarney) costs, for a fixed fee of \$40,000. The Full Redistricting Services fee includes attendance at required public hearings — whether virtual/telephonic or in-person — and participation in one, in-person, public outreach meeting. If the City's one public outreach meeting is virtual/telephonic, BB&K will provide Full Redistricting Services at a fixed fee of \$38,750. Pre-meeting calls and questions are covered by the fixed fee; thus, there will be no extra charge for these communications. Additional meetings will be billed at BB&K's default special services hourly rate. The fixed fee includes development and dedication of the City redistricting website.

Costs for the optional online mapping tool have not been released for 2021 by the developer. Any costs associated with use of the Maptitude online tool will be provided as soon as they are available.

APPENDIX A

RESUMES

Stephanie Smith



Stephanie Smith

Director of Elections Services
(949) 263-2612
stephanie.smith@bbklaw.com

Services

ARC: Advanced Records Center
California Public Records Act
Elections
Municipal Law
Special Districts

Education

Purdue University Global, B.S.

At a Glance

- Stephanie served as city clerk for the cities of Murrieta and Lake Forest.
- She served as state president on the City Clerks Association of California Executive Board.
- She is experienced in municipal elections, particularly in initiatives, recalls and referendums.

Profile

Best Best & Krieger LLP Director of Elections Services Stephanie D. Smith brings a wealth of hands-on municipal government experience to her role helping cities navigate the myriad of ever-changing election laws. Throughout her career she has handled multiple initiatives, two referendums and three recalls - all reaching the signature verification stage and several reaching the ballot.

Stephanie also supports public agencies with California Public Records Act compliance as a member of BB&K's ARC: Advanced Records Center.

Before joining BB&K, Stephanie served as city clerk for the cities of Murrieta and Lake Forest. Accredited as a Master Municipal Clerk by the International Institute of Municipal Clerks, Stephanie has more than three decades of experience in municipal government.

Stephanie served on the City Clerks Association of California Executive Board, most recently as president in 2018-2019. In addition to her bachelor's degree in management, Stephanie completed the Advanced Leadership Program through Continuing Education for Public Officials and is also a graduate of the CEPO Training for Trainers Program. She shares her knowledge and know-how as a trainer for the CCAC, as well as for the Master Municipal Clerk Academy and the California Building Officials Association.

Stephanie has authored more than 100 published articles on a variety of topics, including workplace change initiatives, personnel issues, business management, work/life balance and financial planning. Her book, "Values-Based Goal Setting: How to Dream Big and Live the Life You Were Meant to Live," was an Amazon #1 bestseller in the Vocational Guidance and Business & Money Short Reads categories.

A native Californian, Stephanie is married to Jim and they have two children who followed her footsteps into public service, as well as three grandchildren.

Timothy P. McLarney



Timothy P. McLarney
True North Research President*
(760) 632-9900
mclarney@tn-research.com

Services

Education
Elections
Municipal Law
Special Districts

Education

Cornell University, Ph.D. and
M.A.
University of California, Santa
Cruz, B.A.

At a Glance

- McLarney is president and co-founder of True North Research.
- He has conducted research to help more than 300 California municipalities, special districts, and educational institutions better understand community demographics, political characteristics, opinions and behaviors.
- Working in partnership with BB&K's Elections law team, McLarney helps public agencies with district-based elections.

Profile

Timothy McLarney, Ph.D., has more than 25 years of experience helping public agencies develop a statistically reliable understanding of the communities they serve. A recognized expert in research methodology, demographic analysis of census and voter data, advanced statistical techniques and modeling, McLarney has occupied a lead role in more than 1,000 community research studies for public agencies including cities, counties, special districts, school districts, universities and regional councils of government.

McLarney is president and co-founder of True North Research, a full-service research firm that helps government agencies understand the demographics, opinions, perceptions, priorities and behaviors of their residents, voters, customers and stakeholders. McLarney has conducted research to help more than 300 California municipalities, special districts and educational institutions better understand community demographics, political characteristics, opinions and behaviors. Working in partnership with Best Best & Krieger LLP's Elections law team, McLarney helps public agencies with district-based elections ensure their voting area boundaries comply with the California Voting Rights Act and the Fair Maps Act.

McLarney earned his doctorate and master's degrees in government from Cornell University with an emphasis in research methodology, sampling theory and public opinion analysis, as well as a bachelor's degree in politics from the University of California, Santa Cruz. McLarney's research has been recognized at numerous national and state conferences, published in academic journals, and earned him honors including the title Visiting Scholar at the Institute of Governmental Studies at the University of California, Berkeley. He has also served as an independent expert witness in research methodology for California legal cases.

**Not an employee of Best Best & Krieger LLP and does not provide legal representation or advice to clients.*

Scott C. Smith



Scott C. Smith

Partner

(949) 263-6561

scott.smith@bbklaw.com

Services

California Environmental Quality Act (CEQA)
Economic Development, Real Estate, & Affordable Housing
Elections
General & Special Counsel
Government Policy & Public Integrity
Local Agency Formation Commission (LAFCO)
Municipal Law
Special Districts

Education

Brigham Young University Law School, J.D.
Utah State University, B.A.

Admissions

California

At a Glance

- Scott provides guidance on First Amendment issues to public and private clients.
- He serves as city attorney for the cities of San Clemente and Aliso Viejo and general counsel to the Santa Margarita Water District and the Orange County Local Agency Formation Commission.
- Scott helps local government agencies navigate election and campaign laws.

Profile

Best Best & Krieger LLP Partner Scott C. Smith advises public and private clients on issues of state and local regulatory law, including advice on critical issues relating to the First and Fifth Amendments, elections, voting rights and municipal law. Scott's career in public law at BB&K began immediately after law school graduation.

Scott's work includes providing regular legal guidance on issues surrounding First Amendment, election and campaign laws. He served as special counsel to Los Angeles County in developing special legislation and County enactments for a special tax to address homelessness. He also advises the firm's city clients on issues relating to growth management initiatives and referendums, voter-approved taxes, election processes, and ballot issues, and district and redistricting. He advises local agency formation commissions on protest elections and incorporations.

Scott is also well-versed in helping public agencies navigate emerging legal trends relating to protected speech, social media, public records and privacy. Scott is often called upon to provide advocacy and litigation support to clients on Constitutional issues relating to the use of public spaces, including free speech on public websites, political speech in public forums and camping and homelessness in public spaces.

Scott's principal clients include the cities of San Clemente and Aliso Viejo, where he serves as contract city attorney. He also served as city attorney in Lake Forest, Santee, La Verne and Big Bear Lake. He is general counsel to the Santa Margarita Water District and Orange County Local Agency Formation Commission.

Scott has served two terms on the Executive Committee of the California State Bar Association's and California Lawyers Association's Public Law Section, where he served as co-editor in chief of the State Bar's Public Law Journal. Scott served for 10 years as general counsel to the California Chapter of the American Planning Association. He was president of the Orange County City Attorneys Association in 2016.

Matthew Richardson



Matthew Richardson

Partner

(949) 263-6562

matthew.richardson@bbklaw.com

Services

Business
California Environmental Quality Act (CEQA)
Economic Development, Real Estate, & Affordable Housing
Elections
General & Special Counsel
Government Policy & Public Integrity
Municipal Law
Special Districts

Education

University of California, Los Angeles School of Law, J.D.
Brigham Young University, M.A.
Brigham Young University, B.A.

Admissions

California

At a Glance

- Mal is city attorney for the cities of Lake Forest and Stanton.
- He has extensive experience in complex land use and entitlements representing public and private entities.
- Mal represents public and private clients on issues related to the First Amendment and election and campaign law.

Profile

Matthew “Mal” Richardson is the co-chair of the firm’s Election Law Practice and advises public agency clients on issues related to election and campaign law, the First Amendment and municipal governance.

Mal has served as general and special counsel to numerous cities, with a specialized focus on election issues. Mal has guided clients through the processes required by the California Voting Rights Act, including helping cities transition from at-large to by-district elections, and providing advice and guidance on redistricting issues. In this context, Mal has worked closely with demographers, helping them understand the application of the relevant data to the political nuances of each public agency.

Mal’s experience with election and campaign laws also includes drafting ballot measures, advising on the proper use of public funds in campaigns and providing ongoing counsel throughout the campaign and election process. Mal has successfully guided clients through politically explosive referenda processes and recall campaigns and elections.

Mal is currently the city attorney for the cities of Lake Forest and Signal Hill. He previously served as the City Attorney for Stanton, and serves as special counsel for other public agencies throughout California, including cities, counties and special districts.

William J. Priest



William J. Priest
Of Counsel
(909) 483-6648
william.priest@bbklaw.com

Services

Business Licensing & Franchising
California Public Records Act
Elections
Fees, Taxes and Assessments
Government Policy & Public Integrity
Municipal Law
Public Contracts & Construction
Public Finance

Education

Southern Illinois University
Carbondale, J.D.
University of California, Los Angeles, B.A.

Admissions

California
Illinois

At a Glance

- Jim is well versed in local elections laws.
- He has extensive experience in land use, development and public finance law.
- He regularly assists clients in finding solutions to their particular finance challenges.

Profile

William J. “Jim” Priest represents public agencies as of counsel in the Municipal Law practice group of Best & Krieger LLP. Operating out of the firm’s Ontario office, he provides both general and special counsel services to many cities, counties, special districts and other clients. Jim’s particular areas of practice includes local elections, public finance, land use and ethics law.

Election Law

Jim is well versed in local election laws, running the gamut from initiative, referendum, vacancy and recall procedures, to political reform/campaign finance, to election recounts and contests. He devotes much of his time to helping clients comply with the California Voting Rights Act and the California Voter Participation Rights Act (Senate Bill 415) – laws that often require public agencies to change the timing and means by which they elect representatives (from at-large to by-district elections). He is also one of the firm’s go-to legal advisors for clients that elect officers by-district and must, therefore, go through the “redistricting” process triggered by the 2020 U.S. Census.

He has worked with dozens of public agencies throughout the State on other local election issues – ranging from charter amendments to tax measures to land use elections. He is also experienced in many types of local tax, assessment and fee/rate setting procedures under Propositions 13, 62, 218 and 26 (which often require an election or similar approval process). He regularly assists clients in finding solutions to their particular financial challenges, whether through local tax measures, property assessments, utility rates or other revenue sources.

Municipal Planning

Jim has extensive experience in land use and development law. He serves as general counsel to the Palm Springs Planning Commission, most recently assisting the City in drafting proposed golf course redevelopment rules as well as a comprehensive update to its historic preservation ordinance.



William J. Priest

During his 12 years of service for the City of Covina, he served as general counsel to its Planning Commission and assisted the City with a variety of high-profile downtown development projects, including the Heritage Plaza Park, the Metrolink and Civic Center Parking Structures, City Ventures' "Covina 2" and "Covina 3" projects, and the Olson Company's "Vintage Walk" and "Citrus Walk" mixed-use developments.

He also assisted the City of Azusa in developing public parking facilities for its Metro Gold Line train stations as well as forming a dedicated joint powers authority, which will long-term manage more than 200 acres of undeveloped hillside property overlooking the City for conservation purposes.

As part of his municipal practice, Jim frequently advises clients on issues regarding the State Planning and Zoning Law, Subdivision Map Act, Brown Act, Public Records Act and similar laws.

Experience

Jim returned to BB&K after spending several years with Oliver, Sandifer and Murphy in Los Angeles, where he served as assistant city attorney for the cities of Gardena and Downey. During his prior tenure with BB&K, he served many public agencies, including the cities of Fontana and Ontario, as well as the March Joint Powers Authority.



January 29, 2021

Roxanne Yoder
Chief Deputy City Clerk
City of Tular

Sent via email to: ryoder@tulare.ca.gov

Dear Ms. Yoder,

Thanks for reaching out to Redistricting Partners for information on our work with local governments in this coming 2021-2022 redistricting cycle.

Redistricting Partners is a specialized firm that conducts services for organizations and local governments ranging from racially polarized voting analysis, conversion of elections from at-large to districted under the California Voting Rights Act, and traditional redistricting. Going back a decade we have worked with dozens of local governments, ranging from small hospital and water agencies to the sprawling Los Angeles Unified School District.

Most recently we have conducted the districting processes within the cities of Napa, Davis and Santa Ana. For 2021 we have already been hired by the County of Napa and the cities of Berkeley, Burlingame, Carpinteria, and Napa to conduct their decennial redistricting under the Fair Maps Act provisions. We have also been hired by the City of Long Beach to conduct their decennial process under their first independent redistricting commission. A listing of our clients can be found here: <http://redistrictingpartners.com/clients/>

We have the experience and knowledge to assist local governments in every step of the coming redistricting process, from community engagement, data gathering, line drawing, map presentation and all other technical aspects of the work. For more on our staff please visit our website staff page at <http://redistrictingpartners.com/about/>

I have attached an outline of our scope of services for agencies conducting their redistricting under the Fair Maps Act provisions of California law and within a five-hearing structure. In most cases, for a county or local government redistricting, with this five-hearing structure (mostly presenting virtually, but in-person if and when appropriate), multiple draft maps, assistance in outreach and analysis of public input, and final submission with the county registrar, the cost would be \$37,000. These costs are based on an expectation that most, and likely all, hearings in 2021 would be done virtually.

In addition to our redistricting services, we can facilitate online mapping tools for the public. This is an option that we have not always embraced – historically favoring more in-person outreach. But, obviously, much of that kind of activity will not be possible in the coming months, and potentially for the full redistricting timeline.

The first online option is Maptitude Online Redistricting which costs \$8,000, and we suggest another \$2,500 package of training from the software vendor, Caliper Corporation. Maptitude is the industry leader in redistricting-specific GIS software. The desktop version of this software was used by the State Redistricting Commission in 2011 and it is the most common redistricting application being used by cities and counties. The public online mapping software would be housed by the city on its servers, with access available through the city website.

The second option is one developed by Tufts University called DistrictR and it is being packaged with data from Redistricting Partners and can be licensed at a cost of \$3,500 and would include training from our staff. This program does not require city hosting.

As might be expected, the Maptitude option is more robust, but also harder to learn, while the DistrictR option is lightweight and easy, but with fewer technical bells and whistles. We are agnostic about which tool an agency selects and can provide you with a demonstration video of me drawing maps in each program.

The redistricting process is always a challenge, but there are many additional complications this year. Not only are there more agencies needing redistricting services, the timeframe for doing so has been compressed and the delay in receiving Census data is likely to compress the timeframe even more. At the same time, the Fair Maps Act and the public desire for open and transparent redistricting is adding to the workload within each redistricting.

We would be happy to work with you on the City of Tulare's redistricting process and help you overcome these challenges. We look forward to discussing this more at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Mitchell', with a long horizontal flourish extending to the right.

Paul Mitchell
Owner, Redistricting Partners

Scope of Services – Fair Maps Act

Redistricting Partners is providing services to assist municipalities with districting and redistricting services using data collected during the 2020 Census, in compliance with State and Federal laws.

California's Fair Maps Act, enacted in 2020, increases transparency and public accountability in redistricting. While it only specifically applies to cities and counties in California, the Fair Maps Act codifies redistricting best practices that should be utilized by all local governmental agencies in California whenever possible.

Public Engagement

The Fair Maps Act sets a structure for public engagement which includes five public hearings: up to two conducted prior to line drawing, at least two more held for public input and changes after maps have been made public, and one final hearing for adoption of a map that has been made public for 7 days prior to adoption.

Redistricting Partners will work with the City in conducting these presentations, gathering and documenting public input, and utilizing these hearings as a means for determining initial criteria for draft maps and amending maps that have been produced.

In addition, Redistricting Partners traditionally utilizes three methods for soliciting public input during this process.

- 1) The use of a simple community of interest worksheet which allows the public to describe their community of interest, give evidence of what binds that community together and defines it, and provide any kind of drawing or map of that area. This can be used in-person at public hearings or completed by the public and emailed as a form of submitted testimony.
- 2) An in-person or online interactive workshop where physical maps are provided showing population densities, and the public is assisted in either drawing their communities of interest or drawing draft maps. (dependent on health and safety guidelines)
- 3) An online mapping option to facilitate deeper community engagement by allowing members of the public to draw and describe their community of interest or draw potential district lines.

Our staff includes experts in civic engagement, community outreach, and will assist in communicating needs for public engagement at client direction.

GIS and Data

The GIS backbone of redistricting is the Topologically Integrated Geographic Encoding and Referencing, or TIGER, a format used by the United States Census Bureau. This will serve as the geographic backbone of the redistricting project. The core TIGER/Line Files and Shapefiles do not include demographic data but do contain information about the external boundaries of Cities, Counties and other districts, and often are the same geography used in the creation of precincts.

Other districts, such as community colleges, water boards, and other special districts may utilize other geographic layers for their external boundaries, such as parcel layers, and some counties rely on parcel layers entirely for the creation of their precincts. Redistricting Partners has more than a decade of experience dealing with these issues and working with county registrars to process the redistricting files in both formats.

Once released, decennial Census redistricting data specifically tailored to each jurisdiction will be utilized within this TIGER geography. This data, under new California law, will also include the reallocation of incarcerated population, and be supplemented with the most recent American Community Survey (ACS) dataset, including estimated total population and Citizen Voting Age Population (CVAP) which quantifies ethnic populations for the purposes of the Federal Voting Rights Act.

Additional datasets can be utilized in redistricting based on the client needs. For example, in a city the underlying neighborhoods can be a critical geographic element, in addition to transportation patterns, city amenities, and other mappable factors that help define communities of interest. Redistricting Partners is adept at helping agencies utilize these different pieces of geographic information within one project.

Meetings & Creation of Lines

Redistricting Partners will participate in public hearings either remotely or in-person, based on the health and safety guidance at the time. In a contract with a standard five-hearing schedule, at least three will be held remotely with up to two using in-person staffing, if appropriate.

Once mapping can be conducted, Redistricting Partners will create three sets of potential lines following traditional redistricting criteria including that districts be contiguous, compact, and follow traditional governmental or community lines and natural / physical contours of the district geography and input from the initial public hearings.

Maps that are created are provided in four formats:

- Printable 8.5x11 Mapping and Data PDFs for dissemination with meeting agenda or posting on the public-facing website. These maps provide an overview and will often show neighborhoods, significant landmarks or key facilities, but do not go down to the street-level.
- Interactive online maps, like Google Maps, with the proposed district boundaries, including the embedded data calculations for population, ethnicity, and any other factors that are key to the district analysis.
- Printable large-format maps that can be utilized for any posters or other presentations requiring more detail to the street level.
- Shapefile and census block equivalency files for use by any GIS staff or members of the public with GIS mapping capabilities.

Following the presentation of maps at the third public hearing Redistricting Partners will take any information gleaned from public comments or elected official input to create additional amended maps and engage in a process of selecting and finalizing mapping options for the fourth public hearing. Alternatively, Redistricting Partners could continue to collect public information and only create new versions after the fourth public hearing.

Under both the California Voting Rights Act and the Fair Maps Act, the final hearing will be for a vote only on the map which has been finalized and published within seven days prior to adoption. This mapping option will be produced by Redistricting Partners with all the additional technical elements necessary for the final resolution.

Adoption / Processing of new lines

Once lines are adopted, Redistricting Partners will work with the County Registrar staff in order to complete the process and make new lines available for the next available election. This processing includes:

- Documentation from public meetings, signed resolution
- Electronic PDF maps of new election district boundaries
- GIS Shapefiles for county staff to assign precincts
- Metes and Bounds legal document with written description of district boundaries

- Census Block equivalency files and shapefiles for a backup of district lines in latest US Census geographic data.

Optional Elements

Beyond the Fair Maps Act five meeting structure, contracts can be adjusted to allow for additional public meetings or interactive workshops.

Additional outreach programs, including in-language outreach, are available through Redistricting Partners sub-vendors. These can range from small engagements to create materials and promotions for public engagement, and grow into large emailing, mass-mailing, digital, radio and cable TV ads promoting the redistricting process. Language services are also available through a sub-vendor contract.

Two different online mapping tools are available through Redistricting Partners. The first is Maptitude Online Redistricting from Caliper Corporation. The second is a public community engagement and district mapping tool developed by Tufts University and managed by Redistricting Partners. Video demonstrations of each product are available here: <https://tinyurl.com/RDPmapping>

Additional training hearings can be added to the beginning of the process and are a great way to produce a knowledgeable and empowered advisory committee, commission or board. We are contracting with subject matter experts and past redistricting commissioners to perform trainings on increasing sensitivity to the needs of minority communities, the importance of not cracking or packing communities of interest, the rights of protected classes, and applicable federal voting rights act laws.

One of our expert trainers is former 2011-2020 Statewide Redistricting Commissioner Connie Galambos Malloy, who we are working with on the Long Beach Independent Redistricting Commission.

TYPICAL FIVE HEARING STRUCTURE

	Purpose of Hearing
1 st Public Hearing	<p>Public Hearing with information about the redistricting process, descriptions of the data and mapping tools, introduction of ways the community can provide input.</p> <p>The purpose of this introductory hearing is to provide information to the public and solicit input from the public and elected officials on where community of interests exist, and how those can contribute to the building of potential districts.</p>
2 nd Public Hearing	<p>Repeat of first hearing, with additional emphasis on tools for providing input, potentially an overview or training for online mapping tools, emphasis on receiving community of interest testimony for the purposes of driving map creation.</p>
3 rd Public Hearing	<p>Public Hearing with presentation of maps of new potential district boundaries produced by the demographer and <i>published seven days in advance</i>, with a summary of how mapping options were drawn from testimony and public input received during the previous hearings. These maps are expected to drive additional feedback from the public and elected officials.</p>
4 th Public Hearing	<p>Public Hearing with revised map(s) of proposed district boundaries produced by the demographer and <i>published seven days in advance</i>. Additional public input regarding the revised map(s) and concluding with direction from the council on a final map that will be placed on the calendar for an upcoming up/down vote on the completed districting plan.</p>
5 th Public Hearing	<p>Public Hearing to adopt final map, district numbering, and order of election.</p>

Relevant Experience

Redistricting Partners has conducted dozens of conversions to districts as well as redistrictings and has already been selected as the demographer for the County of Napa, Cities of Burlingame, Carpinteria, and Napa under the Fair Maps Act, and the new independent commissions for the Cities of Long Beach and Berkeley. We are also contracted for redistricting with the Foundation for California Community Colleges - working as the preferred vendor for the 72 districts within their contract services program, and with the California School Boards Association as a business services partner.

Our redistricting work has included projects that span the wide geographic range and diverse populations found throughout California, from Kern County to San Gabriel Valley to Compton, from Urban Areas within the Los Angeles Unified School District Area, and City of Santa Ana, to remote and rural areas of Yuba County, Solano, and California's large Central Valley.

Despite working on redistricting and voting rights act analysis, both of which can be contentious processes, often under the glare of media and public spotlight, we have successfully facilitated these processes to a positive outcome. Our firm or staff have never been sued, and all of our districting plans have continued – no court or lawsuit has undone our prior work. This includes conducting dozens of districtings under the California Voting Rights Act, several requiring Section 5 preclearance, the massive Los Angeles Redistricting Commission and multiple other challenging projects.

Our team has the experience and skills to perform this redistricting in a way that will support the city, engage the public, and ensure a final plan that will reflect the city as a whole.

The following page includes a list of our current clients and some of our clients from the last decade.

Past Client List (excluding current 2021-2022 contracts)

Los Angeles Unified School District	Santa Clarita CCD
City of Santa Ana	Solano CCD
City of Davis	Yosemite CCD
City of Elk Grove	Yuba CCD
City of Napa	Salinas Valley Memorial Healthcare
College of the Desert CCD	Cucamonga Valley Water District
Mt. San Antonio CCD	Coalinga Regional Medical District
Ohlone CCD	Solano Irrigation District
Citrus CCD	Sequoia Healthcare District
San Jacinto CCD	San Mateo County Harbor District
Santa Barbara CCD	Cosumnes Services District
Compton CCD	Nevada Irrigation District
Copper Mountain CCD	Novato Fire District
Pasadena CCD	North Marin Water District
San Bernardino CCD	Three Valleys Municipal Water District

Current Client List (for 2021-2022 Redistricting Cycle)

Napa County	Goleta Water District
Napa County Office of Education	Santa Clara Valley Water District
City of Berkeley	
City of Burlingame	
City of Carpinteria	
City of Long Beach	
City of Napa	
City of Mesa, AZ	
Foothill CCD	
Shasta CCD	
Southwestern CCD	

References

The following are references from recent work. Additional references are available upon request.

Client Name: City of Davis

Project Description: The City of Davis which faced a CVRA lawsuit and required a quick transition to districted elections, including facing a question of going to 7 districts or staying with 5. Ultimately the plan adopted was based on a map drawn by two members of the community during a weekend workshop and amended by the council members in a public, open, televised council meeting.

Reference: Kelly Stachowicz

Assistant City Manager

KStachowicz@cityofdavis.org

(530) 757-5602 ext. 5802

Client Name: City of Santa Ana

Project Description: An extended and contentious CVRA lawsuit and conversion process. Redistricting Partners was hired to help facilitate a new set of district lines and a change of both the election system, and date of the election, in a majority minority Latino city with a strong Vietnamese population that had their geographic area divided among multiple council districts.

Reference: Maria Huizar

City Manager

City of Lake Forest

mhuizar@lakeforestca.gov

Note: Maria Huizar was the City Manager at the City of Santa Ana at the time of this redistricting.

Reference: Jose Solorio

Councilmember

City of Santa Ana

(714) 514-6233

jsolorio@aol.com

Note: Councilmember Solorio was an active member of the city council during the redistricting process. In this redistricting, the city itself was the agency in charge of adopting the district lines. Solorio was active in each of the public council hearing and attended public outreach meetings.

Client Name: **City of Napa**

Tiffany Carranza
955 School Street
Napa, CA 94559
tcarranza@cityofnapa.org
(707) 257-9503

The City of Napa was the first city in California subject to the Fair Maps Act while conducting redistricting based on a demand from a petitioner under the California Voting Rights Act. In addition, the process was hindered further by the stay-at-home orders issued in March, 2020. The process was completed on time and followed all the requirements under the CVRA and the Fair Maps Act.

Client Name: **Kern Community College District**

Project Description: A redistricting project including Kern County and several adjacent counties for a diverse community college district which was conducting a revision of their district boundaries to comply with the California Voting Rights Act and the Federal Voting Rights Act.

Reference: Board Secretary Danielle Hillard

danielle.hillard@kccd.edu
(661) 336-5100

Q2 Data & Research, LLC
1225 Peralta St.
Oakland, CA 94607
karinmacdonald.q2@gmail.com
510.367.7527

Roxanne Yoder, CMC
Chief Deputy City Clerk
411 E. Kern Avenue, Tulare, CA 93274

Via Email to ryoder@tulare.ca.gov

February 8, 2021

Re: Redistricting Services for the City of Tulare

Dear Chief Deputy City Clerk Yoder;

On behalf of Q2 Data & Research, LLC, I would like to thank you for contacting us about the upcoming redistricting of the City of Tulare.

Q2 Data & Research has a proven track record in assisting jurisdictions with any and all tasks related to the redistricting process, including the implementation of the Fair Maps Act of 2019. These may include assessing racially polarized voting, implementing the Federal Voting Rights Act, and encouraging meaningful participation by the public. Choosing an experienced consultant team can greatly aid in the successful implementation of this demanding undertaking. We are available to collaborate with you, your staff and colleagues to assist with any needs you may have regarding the redistricting of the council districts, and to develop the best possible process that will fit the City of Tulare.

In the attached documents, I am providing general information about Q2 and a draft scope of work in hopes you may find this useful as you are evaluating redistricting consultants.

Please let me know if you have any questions. We appreciate your consideration!

Best regards,



Karin Mac Donald

Q2 Data & Research, LLC
1225 Peralta Street
Oakland, CA 94607
510.367.7527
kmd@q2dataresearch.com

About Q2

Q2 Data & Research, LLC is a small, non-partisan, women-owned consulting firm, located in Oakland, CA. Q2's principal consultant has been working in the field of redistricting since 1995, and our team members also bring many years of redistricting experience to each project. Q2 specializes in redistricting and voting rights, election administration, census and election data and research. We are affiliated with major research universities, including the University of California at Berkeley and Stanford University, at which we work, conduct research and teach. Due to this, the projects that Q2 engages in are few so that our clients have our full attention. We only engage in open and transparent redistricting projects, i.e., those in which public participation is desired. Q2 is able to provide the full range of redistricting services, tailored to the needs of our clients. We have a proven track record in assisting redistricting bodies with any and all tasks related to the redistricting process, including the implementation of the Federal Voting Rights Act and encouraging meaningful participation by the public. Selecting a trusted, skilled consulting team can greatly aid in the successful implementation of this demanding undertaking.

Q2 team members have taught, written on, and designed approaches to engaging the public in redistricting including how to explain the process of defining Communities of Interest. We have designed and conducted redistricting seminars focusing on data, voting rights, criteria implementation and public participation throughout California, and have taught at national Voting Rights Act and redistricting seminars for entities such as the National Conference for State Legislatures. We have also conducted many racially polarized voting analyses for various clients and assessed jurisdictions for vulnerability under the California Voting Rights Act.

All Q2 team members have extensive experience working with the California and Federal Voting Rights Acts (CVRA and FVRA). Our team includes experts in the field of voting rights with both practical and academic experience in assessing vulnerability and conducting statistical studies to analyze racially polarized voting. The Q2 team also brings expert level experience with the Census and the use of Census data and geography in the redistricting process to this project. The team includes the State of California's liaison to the Census Bureau's Voting Rights and Redistricting Data Program, and the California lead of the two most critical Census geography projects: The Block Boundary Suggestion Program and the School District Boundary Review Program.

Q2 has been the leader in collaborative, transparent and inclusive redistrictings in the U.S. We have been instrumental in moving redistricting from the “smoke filled back rooms” into the light by designing and implementing processes that maximize public input and help to create environments in which residents feel comfortable and are able to participate fully. We have done this by collaborating with the jurisdictions we work with to understand their approach and help to implement it. We have also done so by assisting jurisdictions in creating the tools they need to communicate with the public, by being available to provide trainings and materials that explain this intricate process fully, and by drafting maps in public so anyone can observe how the districts are drawn.

Q2 has extensive experience with facilitating, capturing, summarizing and using public engagement and input in the redistricting setting. We have, for example, designed and implemented public education tools to equip members of the public with needed information for the California statewide redistricting in 2011 – the first ever commission drawn redistricting for the State. This including drafting user-friendly explanatory materials, making presentations and training good government, voting rights and advocacy groups as well as the general public. We also designed, implemented and oversaw regional redistricting centers where members of the public could access sophisticated mapping software to investigate and draw districts. We are in the process of implementing an even more elaborate public access plan for the upcoming statewide redistricting.

Q2 team members attended all of the California Redistricting Commission (CRC) public hearings in 2011, overseeing the capture of public testimony, and compiling and summarizing the geographic input for the CRC. The same process was followed in all of the projects that Q2 has engaged with. All of Q2’s consultants have experience working with Counties and Cities in gathering public input about the new districts. Q2 also has extensive experience and expertise in drawing electoral districts at the state, county and local levels, and with drawing those districts to comply with all legal criteria while incorporating public input. None of our local re/districting projects have been challenged for any reason in a court of law.

We have worked with local legislative bodies as well as with high-profile redistricting commissions. Our projects have ranged from districting the small jurisdiction of San Juan Capistrano (2016) to the City of San Diego (2002), and have included counties (e.g. Stanislaus, 2011) school districts (e.g. Napa Valley Unified School District, 2020) and special districts (e.g. Novato Sanitary District, 2019). Q2 also has extensive experience working with independent redistricting commissions in transparent public processes, including in highly visible and scrutinized redistrictings, such as the 2011 California statewide redistricting, the City of Escondido (2013) and City of Chula Vista (2015) districtings, and the City and County of San Francisco redistrictings in 2002 and 2012.

We hope you will find our team to be a good fit for your jurisdiction. We look forward to hearing from you and appreciate your consideration. Please let us know if you have any questions!

Q2 Data & Research, LLC
1225 Peralta Street
Oakland, CA 94607
510.367.7527
kmd@q2dataresearch.com

February 8, 2021

DRAFT - Scope of Work – City of Tulare

This Scope of work references the Fair Maps Act, Elections Code Sections 21601, 21607, 21607.1, and 21608, as applicable.

1. Conference calls and remote attendance of meetings

Consultant will participate in calls and remote meetings as necessary to successfully complete the City of Tulare redistricting project. Calls with staff and counsel may include scheduling, planning of process and meetings, discussion of materials to be developed and determining criteria and implementation.

2. Development of presentations, documentation and handouts

Consultant will develop handouts and website content including terminology explanations and the redistricting process, criteria, and frequently asked questions. Consultant will develop presentation slides regarding redistricting data, criteria and the redistricting process as requested by the City Attorney. Consultant will also develop overviews of map proposals.

3. Working with staff

Consultant is available to collaborate with staff on content development for a project website and will supply map files for upload to the City's preferred site. Consultant is available to work with the City's web GIS team to provide files and data for a district viewer should this be requested. Consultant is available to provide and host a district viewer should this be the City's preference. That viewer can be linked to the City's website.

Consultant will be available for project related questions.

Consultant is available to provide guidance on how to comply with all relevant sections in the California Elections Code, and will be available to assist with the implementation.

4. Building the redistricting database and evaluating boundaries

Upon the release of the census redistricting data, there is a 30-day waiting period for the official redistricting database for the State of California to be released. The Statewide Database will, during that time, adjust the census data to reallocate inmates that were enumerated in facility under the control of the California Department of Corrections and Rehabilitation to their previous residential address. This dataset is now required for use for Cities in California.

Upon receipt, the Consultant will build a database for mapping and data analysis that includes Census block geography from the TIGER line file, allowing for aggregation to other geographies. Variables will include total and voting age population, race, ethnicity and other demographic variables from the adjusted 2020 census necessary to construct legal districts. The database will also include Citizen Voting Age Population from the most recent release of the American Community Survey. Other relevant variables may be included per direction and request from counsel.

Consultant will rely on the City to provide an electronic geography file containing the current City boundaries. Consultant will evaluate these boundaries against the Census bureau's TIGER line file and adjust census geography and data as necessary. Other relevant geography files that are provided by the client can be added to the geographic database upon request.

For all collected Communities of Interest, the consultant will digitize them, analyze them, and make them available for district building purposes. If the City elects to provide online tools to collect data about Communities of Interest, or an online mapping tool, the consultant will import all generated data and prepare these data for analysis and presentation.

5. Preliminary Voting Rights Act Analysis

Consultant will perform a preliminary analysis to ascertain whether one or more districts under the Federal Voting Rights Act can be constructed. Depending on the outcome of this analysis, additional demographic work including a Racially Polarized Voting Analysis may have to be conducted.

6. Attendance at meetings and presentations

Consultant will attend up to 4 council meetings that are required under Elections Code Section 21607.1. During the first meeting, consultant is available to make a presentation to the Council and the public about redistricting data and criteria or other relevant topics as requested and directed. After the initial meeting, draft maps can be created for

consideration. Consultant is available to develop maps remotely after receiving guidance or live during a hearing. Two meetings are required after the council has drawn its first Draft map(s). The consultant is available to assist again with a presentation to the Council and the public about the process and the criteria, to help elicit public input on the new districts. During these meetings, consultant will be able to present and explain map options, show digitized communities of interest that have been collected, and is available to make modifications or draw additional maps live and in public. This process should be developed collaboratively with the City so that it fits your requirements and best serves you.

7. Public input

Consultant will be able to make suggestions and collaborate with the City on how to best elicit and collect public input. Consultant will review all public input and digitize geographic input. Consultant will analyze geographic input for possible incorporation into the new districts. Consultant will make geographic input available for posting on the City's website

8. Preliminary, revised, and final redistricting plans

Consultant will develop up to 3 comprehensive preliminary plans, incorporating input and direction. Consultant may develop additional variations of plans as requested or necessary to incorporate input. Consultant is available to make further modifications to any plans offline and/or live and in-public. Consultant will provide revised plans based on input to preliminary plans. Once a final plan has been selected, consultant will conduct various analyses, including contiguity and assignment checks, and finalize the district file.

For all preliminary, revised and final plans, consultant will provide supporting documentation including relevant demographic data such as population, voting age population, race and ethnicity and citizen voting age population. All map files will be formatted for publication on the City's web portal (or other designated site) and for printing.

Consultant will provide equivalency files and GIS layers for the final plan and will be available to transfer all necessary files to the Registrar of Voters for implementation.

Exclusions:

This scope of work assumes that the City will be responsible for printing and copying of materials and documentation. Consultant will make printer friendly files available.

This proposal does not include an on-line redistricting tool for public use, though one could be provided per the City's preference. Online redistricting tools vary greatly in cost and consultant is prepared to advise on availability, usability and cost.

Consultant is available to provide an overview of applicable case law but is not be able to provide legal services.

Translation or interpretation services are not provided under this scope of work.

Fees

The fee for the above outlined services is \$40,000. Additional meetings can be provided at \$2,000 each. Additional services can be provided upon request and will be charged at the following rates: Senior Consultant: \$225/hr; GIS Database building: \$200/hr; GIS Analyst: \$175/hr; IT support: \$100/hr.

Should a Racially Polarized Voting Analysis be indicated and requested, additional fees may include the services of a statistician at \$300/hr.

AGENDA ITEM: Consent 4

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Manager’s Office

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolution Staff Report Other* None

AGENDA ITEM:

Confirm the appointment of Charlie Ramos to the Police Review Board by Council Member Steven C. Harrell for a term ending December 31, 2022.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Citizen Complaint Police Review Board consists of seven positions, five are appointed by each of the five City Council Members and two are appointed at-large. They are charged with the responsibility to review the Police Department’s investigation of citizen complaints in specific areas and provide an independent review to the Chief of Police. The Board does not recommend or review disciplinary action against employees.

On February 16, 2021, the Council declared Jesse Salcido’s seat vacant and a Notice of Vacancy was posted on February 17, 2021. This vacancy appointment is specific to District 3, Council Member Steven C. Harrell.

One application is on file from Charlie Ramos and as this is a “by seat” appointment Council Member Steven C. Harrell seeks to appoint Mr. Ramos to the District 3 vacancy on the Police Review Board.

STAFF RECOMMENDATION:

Confirm the appointment of Charlie Ramos to the Police Review Board by Council Member Steven C. Harrell for a term ending December 31, 2022.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

Submitted by: Rob Hunt

Title: City Manager

Date: February 23, 2021

City Manager Approval: _____

BOARD/COMMISSION/COMMITTEE CANDIDATE APPLICATION

NAME Charlie Ramos		ADDRESS (must reside or own business within the sphere of influence) ██████████, Tulare, CA 93274	
MAILING ADDRESS (if different from above)		EMAIL ADDRESS ██████████	
WORK PHONE 559-██████████	HOME PHONE 559-██████████	YEARS IN TULARE AREA 53	
EMPLOYER Business Owner, Crown Realty - 463 E. Cross Ave, Tulare, CA			

I would like to be considered for appointment to the following City of Tulare board(s), commission(s) or committee(s) when vacancies occur:

- | | |
|--|--|
| <input type="checkbox"/> Aviation Committee | <input type="checkbox"/> Measure I Citizen Oversight Committee |
| <input type="checkbox"/> Board of Public Utilities | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Committee on Aging | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Housing & Building Appeals Board | <input checked="" type="checkbox"/> Police Department Citizen Complaint Review Board |
| <input type="checkbox"/> Library Board | |

DISCLOSURE: Most of the City's boards and commissions require, by state law, that members file a "Statement of Economic Interest" (conflict of interest/disclosure statement) on an annual basis.

Would you be willing to file such a statement in connection with an appointment?

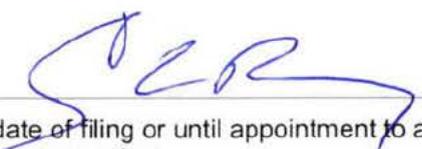
YES NO

Please provide a brief statement about yourself, background and why you are interested in serving on the above. Attach additional sheet(s) if more space is needed:

I am a life long resident of Tulare. After a 10 year career in the US Army, I decided to return to Tulare and become a businessman. I have been in business in Tulare for almost 20 years. I own a real estate agency and property management company. I have my bachelors degree in Business Administration with an emphasis in computer information systems.

I am married with three children. My family and I are very active in the community. We attend church here and volunteer with several organizations including AMVETS, Sunrise Rotary, Encore Theater, Boy Scouts, Girl Scouts, Tulare Union High School Cheerleading, and AYSO Soccer.

Date: 1/12/2021

Signature: 

This application will remain on file for two (2) years from the date of filing or until appointment to a board/commission/committee, whichever occurs first.

Return to: Office of City Clerk, 411 East Kern Ave, Tulare CA 93274 Fax (559) 366-1701

ORDINANCE 2021-01

AN ORDINANCE OF THE COUNCIL OF THE CITY OF TULARE REPEALING SECTION 9.12.010 OF THE ORDINANCE CODE AND ADOPTING AMENDED SECTION 9.12.010 OF CHAPTER 9.12 OF THE CITY CODE OF TULARE ENTITLED AND PERTAINING TO PRIMA FACIE SPEED LIMITS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TULARE AS FOLLOWS, TO WIT:

Section 9.12.010 Prima facie speed limits, is hereby repealed and replaced as follows:

Section

9.12.010 Prima facie speed limits.

§ 9.12.010 Prima facie speed limits.

The prima facie speed limit hereinafter set forth as to the streets hereinafter designated are as follows and shall be applicable when signs have been erected giving notice thereof.

(A) *Twenty-five mph.*

<i>Street</i>	<i>Location</i>
F Street	Tulare Avenue to Cross Avenue
Sonora Avenue	O Street to Blackstone Street
Tulare Avenue	J Street to M Street

(B) *Thirty mph.*

<i>Street</i>	<i>Location</i>
E Street	Inyo Avenue to Tulare Avenue
Kern Avenue	West Street to J Street
Pleasant Avenue	M Street to Gem Street
San Joaquin Avenue	West Street to J Street

(C) *Thirty-five mph.*

<i>Street</i>	<i>Location</i>
Albers Place (a.k.a., Cartmill/J Street Connector Road)	Cartmill Avenue to J Street
Alpine Avenue	Mooney Boulevard to Morrison Street
B Street	Inyo Avenue to Cross Avenue
Bella Oaks Avenue	De La Vina Street to end e/o Paseo Del Lago
Blackstone Street	Lyndale Avenue to Prosperity Avenue
Brentwood Street	Cross Avenue to Prosperity Avenue
Corvina Avenue	Hillman Street to Laspina Street
Cross Avenue	J Street to Blackstone Street
	Laspina Street to Mooney Boulevard
E Street	Tulare Avenue to Pleasant Avenue
Gail Avenue	Northridge Street to E Street
Hillcrest Avenue	Hillman Street to Laspina Street
La Dawna Street	Pleasant Avenue to Berryhill Avenue
Laspina Street	Prosperity Avenue to Bella Oaks Avenue
Leland Avenue	300' N/O Outlet Entrance to Hillman Street
Lincoln Street	Cross Avenue to Prosperity
M Street	Tulare Avenue to Cross Avenue
Milner Street	Capistrano Avenue to Prosperity Avenue
Nelder Grove Street	Bardsley Avenue to Alpine Avenue
O Street	Tulare Avenue to Cross Avenue
Pratt Street	Bardsley Avenue to Inyo Avenue
Prosperity Avenue	Blackstone Street to Hillman Street
Sacramento Street	Cross Avenue to Prosperity Avenue
Seminole Avenue	Mooney Boulevard to Spyglass Street
Sunrise Street	Commercial Avenue to Foster Drive

(D) *Forty mph.*

<i>Street</i>	<i>Location</i>
Bardsley Avenue	West Street to E Street
	K Street to O Street
	Blackstone Street to Laspina Street

Blackstone Street	Tulare Avenue to Lyndale Avenue
Cherry Street	Tulare Avenue to Prosperity Avenue
Continental Avenue	K Street to Blackstone Street
Cross Avenue	Tulare Drive to West Street
	B Street to J Street
	Blackstone Street to Laspina Street
De La Vina	Corvina Avenue to Cartmill Avenue
E Street	South end to Inyo Avenue
	Pleasant Avenue to Zumwalt Avenue
H Street	Cross Avenue to Prosperity Avenue
Hillman Street	State Highway 99 to Leland Avenue
J Street	Owens Avenue to Cross Avenue
K Street	Bardsley Avenue to Owens Avenue
Kern Avenue	O Street to Blackstone Street
Laspina Street	Paige Avenue to Bardsley Avenue
M Street	Cross Avenue to Prosperity Avenue
	Sandra Avenue to Cartmill Avenue
Martin Luther King Jr. Avenue	K Street to Blackstone Street
Merritt Avenue	Oaks Street to Blackstone Street
Morrison Street	South end to Tulare Avenue
Oaks Street	Pleasant Avenue to M Street
Paige Avenue	Blackstone Street to Laspina Street
Paseo Del Lago	All segments
Pleasant Avenue	La Dawna Street to H Street
	J Street to M Street
Prosperity Avenue	West Street to Blackstone Street
	Hillman Street to Laspina Street
Spruce Street	Bardsley Avenue to Birch Avenue
Tulare Avenue	West Street to J Street
West Street	Inyo Avenue to Cross Avenue

(E) *Forty-five mph.*

<i>Street</i>	<i>Location</i>
Bardsley Avenue	E Street to K Street
	O Street to Blackstone Street
	Laspina Street to Mooney Boulevard
Blackstone Street	South end to Paige Avenue
	Bardsley Avenue to Tulare Avenue
Cross Avenue	West Street to B Street
De La Vina	Cartmill Avenue to Pacific Avenue
Hillman Street	Leland Avenue to Corvina Avenue
J Street	Cross Avenue to Pleasant Avenue
Laspina Street	Bardsley Avenue to Prosperity Avenue
M Street	Prosperity Avenue to Sandra Avenue
O Street	Continental Avenue to Tulare Avenue
Pleasant Avenue	Enterprise Street to La Dawna Street
Prosperity Avenue	Milner Street to West Street
	Laspina Street to Mooney Boulevard
Retherford Street	300' N/O Outlet Entrance to 2,000' S/O Cartmill Avenue
West Street	Bardsley Avenue to Inyo Avenue
	Cross Avenue to Prosperity Avenue

(F) *Fifty mph.*

<i>Street</i>	<i>Location</i>
Akers Street	Cartmill Avenue to north city limits
Bardsley Avenue	Mooney Boulevard to Morrison Street
Blackstone Street	Paige Avenue to Bardsley Avenue
Cartmill Avenue	Albers Place (a.k.a., Cartmill/J Street Connector Road) to M Street
	Hillman Street to Mooney Boulevard
Foster Drive	Laspina Street to Mooney Boulevard
Hillman Street	Corvina Avenue to Cartmill Avenue
J Street	Pleasant Avenue to Sandra Avenue
K Street	Industrial Avenue to Bardsley Avenue
Oakmore Street	Bardsley Avenue to Tulare Avenue

Paige Avenue	I Street to Blackstone Street
Prosperity Avenue	West city limits to Milner Street
Retherford Street	2,000 feet s/o Cartmill Avenue to Cartmill Avenue
Tulare Drive	West city limits to West Street

(G) *Fifty-five mph (posted).*

<i>Street</i>	<i>Location</i>
Bardsley Avenue	Morrison Street to Road 132
Cartmill Avenue	W/O Albers Place (a.k.a., Cartmill/J Street Connector Road)
	M Street to Hillman Street
J Street	Sandra Avenue to Albers Place (a.k.a., Cartmill/J Street Connector Road)
K Street	Rankin Avenue (Avenue 200) to Industrial Avenue
Laspina Street	Hosfield Drive (Avenue 200) to Tex Drive
Mooney Boulevard	Foster Drive to Bardsley Avenue
Morrison Street	Tulare Avenue to Prosperity Avenue
Pratt Street	Paige Avenue to Bardsley Avenue
Prosperity Avenue	Mooney Boulevard to Morrison Street
Turner Drive	Commercial Avenue to Foster Drive
West Street	Paige Avenue to Bardsley Avenue

(H) *Sixty mph.*

<i>Street</i>	<i>Location</i>
Hillman Street	Cartmill Avenue to north city limits
J Street	Albers Place (a.k.a., Cartmill/J Street Connector Road) to north city limits
Laspina Street	Tex Drive to Paige Avenue
Mooney Boulevard	Bardsley Avenue to Tulare Avenue

(1995 Code, § 9.12.010) (Ord. 19-01, passed 6-4-2019; Ord. 17-04, passed 5-16-17; Ord. 15-01, passed 2-3-2015; Ord. 09-06, passed - -2009; Ord 09-03, passed - -2009; Ord. 01-1890, passed - -2001; Ord. 96-1795, passed - -1996)

This ordinance shall be in full force and effect thirty (30) days from and after its passage, adoption and approval.

PASSED, ADOPTED AND APPROVED THIS 2nd day of March, 2021.

President of the Council and Ex-Officio Mayor
of the City of Tulare

ATTEST:

Chief Deputy City Clerk of
The Council of the City of Tulare

AGENDA ITEM: Consent 6

**CITY OF TULARE
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering Services

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Adopt Resolutions 2021-07 and 2021-08 initiating proceedings for the formation of Landscape Maintenance District 2021-01 for the Oakcrest subdivision, and setting March 16, 2021 as the date for a public hearing regarding the same.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

The Owners and Developers of the approved Oakcrest tentative subdivision map have petitioned the City to establish an assessment district for their proposed development located on the north side of Tulare Avenue approximately two-tenths of a mile east of Enterprise Street. This assessment district will provide for the following:

- maintenance of landscaping, irrigation systems, pedestrian sidewalks, and block walls associated with common lot areas within the district boundaries,
- supplemental maintenance of local streets within the district boundaries, and
- maintenance and regulatory compliance measures associated with the storm drainage basin serving the area within the district boundaries.

The two proposed Resolutions declares Council’s intention to initiate proceedings to form Assessment District 2021-01 and the Council’s intention to order the completion of assessment district improvements and the subsequent levying of fees, and sets the date of the required public hearing for March 16, 2021. Adoption of both resolutions are necessary to proceed with the formation of the assessment district.

STAFF RECOMMENDATION:

Adopt Resolution 2021-07 initiating proceedings for the formation of Assessment District 2021-01 and Adopt Resolution 2021-08 of intention to order improvements and to set March 16, 2021 as the date for a Public Hearing to consider the formation of Assessment District No. 2021-01.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A
(If yes, please submit required budget appropriation request)

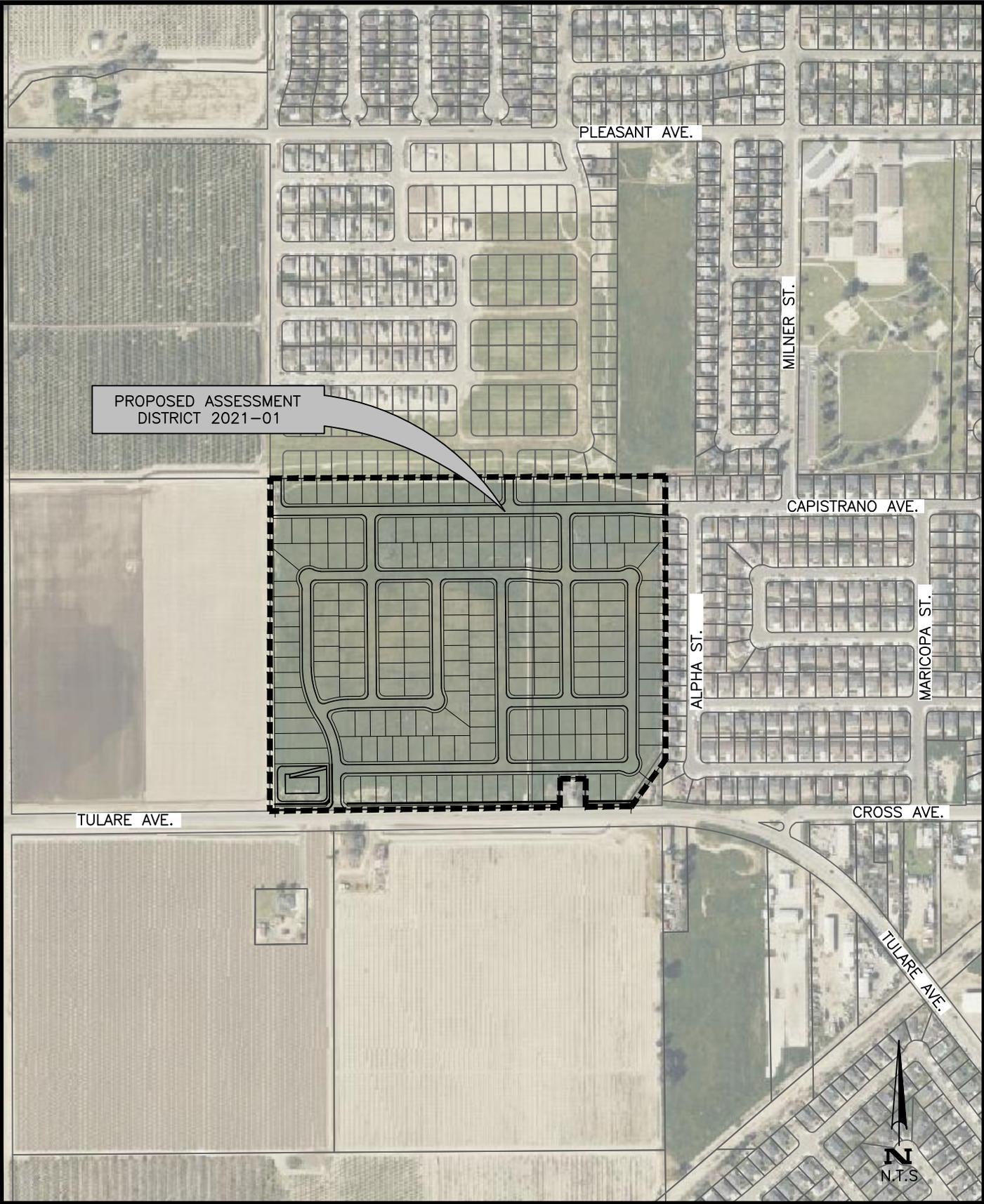
FUNDING SOURCE/ACCOUNT NUMBER: N/A

Submitted by: Michael Miller

Title: City Engineer

Date: February 22, 2021

City Manager Approval: _____



ASSESSMENT DISTRICT 2021-01

EXHIBIT A: VICINITY MAP

RESOLUTION 2021- _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF TULARE INITIATING
PROCEEDINGS FOR ASSESSMENT DISTRICT NO. 2021-01
(Pursuant to the Landscaping and Lighting Act of 1972)**

Be it resolved by the Council of the City of Tulare, as follows, to wit:

- 1. The City Council proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Codes) for the following improvements:

2021-01: maintenance of landscaping, irrigation systems, and pedestrian sidewalks and block walls associated with common lot areas; supplemental maintenance of local streets within the district boundaries; and maintenance of the storm drainage basin serving the area within the district boundaries.

- 2. The proposed district shall be designated Assessment District 2021-01 and shall include the land shown on the map designated, "Assessment Diagram", as attached.
- 3. The City Engineer of the City of Tulare is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the City Engineer to prepare and file with the City Clerk a report in accordance with Article 4, Chapter 1 of the Landscaping and Lighting Act of 1972.

Passed, approved, and adopted this 2nd day of March, 2021.

President of the Council and
Ex-Officio Mayor of the City of
Tulare

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss
CITY OF TULARE)

I, Rob Hunt, City Clerk of the City of Tulare, certify that the foregoing is the full and true Resolution 2021-___ passed and adopted by the Council of the City of Tulare at a regular meeting held on the 2nd day of March, 2021 by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: _____

ROB HUNT, CITY CLERK

BY: Roxanne Yoder, Chief Deputy

RESOLUTION 2021- _____

**A RESOLUTION OF INTENTION OF THE COUNCIL OF THE CITY OF TULARE TO
ORDER IMPROVEMENTS AND SET PUBLIC HEARING FOR ASSESSMENT
DISTRICT NO. 2021-01
(Pursuant to the Landscaping and Lighting Act of 1972)**

Be it resolved by the Council of the City of Tulare, as follows, to wit:

1. The City Council intends to levy and collect assessments within Assessment District No. 2021-01 commencing in fiscal year 2021-2022. The area of land is located within the City of Tulare, County of Tulare.
2. The improvements to be made in this assessment district are generally described as follows:

2021-01: maintenance of landscaping, irrigation systems, and pedestrian sidewalks and block walls associated with common lot areas; supplemental maintenance of local streets within the district boundaries; and maintenance of the storm drainage basin serving the area within the district boundaries.
3. In accordance with this Council's Resolution 2021-___ directing the filing of an annual report, Michael W. Miller, City Engineer, will file with the City Clerk a report in accordance with Article 4, Chapter 1 of the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments on assessable lots and parcels of land within the assessment district.
4. On March 16, 2021, at the hour of 7:00 p.m., or shortly thereafter, the City Council will consider the resolution to order improvements and finalize the formation of Assessment District No. 2021-01. A public hearing will be held at the meeting place of the City Council located at the Tulare Public Library and Council Chambers, 491 North "M" Street, Tulare, California.
5. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

Passed, approved, and adopted this 2nd day of March, 2021.

President of the Council and
Ex-Officio Mayor of the City of
Tulare

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss
CITY OF TULARE)

I, Rob Hunt, City Clerk of the City of Tulare, certify that the foregoing is the full and true Resolution 2021-____ passed and adopted by the Council of the City of Tulare at a regular meeting held on the **2nd day of March, 2021** by the following vote:

Aye(s) _____

Noe(s) _____ Abstention(s) _____

Dated: _____

ROB HUNT, CITY CLERK

BY: Roxanne Yoder, Chief Deputy

ENGINEER'S REPORT

LANDSCAPE MAINTENANCE DISTRICT NO. 2021-01
(Pursuant to Landscaping and Lighting Act of 1972)

Michael W. Miller, Engineer of Work for Landscape Maintenance District No. 2021-01, City of Tulare, Tulare County, California makes this report, as directed by the City Council, pursuant to Sections 22586 and 22623 of the Streets and Highway Code (Landscaping and Lighting Act of 1972).

The improvements which are subject of this report are briefly described as follows:

Landscaping, irrigation systems, pedestrian sidewalks and block walls associated with common area lots; supplemental street maintenance costs associated with local streets within the District boundaries; and maintenance and regulatory compliance measures associated with the storm drainage basin serving the area within the district boundaries.

This report consists of the four parts, as follows:

- Part A - Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in it by reference.
- Part B - An estimate of the cost of the improvement.
- Part C - Diagrams of the landscape maintenance assessment district.
- Part D - An assessment of the estimated cost of the improvement.

Respectfully submitted,


Michael W. Miller, City Engineer

PART A

(Assessment District 2021-01 Improvements)

Detailed landscape plans and specifications will be filed with the Engineering Services Department and are incorporated in this report by reference. The following improvements are within this proposed assessment district:

- Seven foot tall block wall along common lots dedicated for landscaping purposes.
- Landscaping and irrigation systems within common lots dedicated for landscaping purposes.
- Public sidewalks along frontages of common lots dedicated for landscaping purposes.
- Supplemental preventative maintenance of local streets.
- A storm drainage basin to serve the area within the district boundaries, including security fence (6-8 foot tall chain link fence), street frontage improvements, and landscaping and irrigation systems.

PART B

(Assessment District 2021-01 Estimate of Cost)

Total cost of maintenance for the purposes of district formation are based upon the following factors:

- Assessments are subject to yearly increases in accordance with the CPI (Consumer Price Index) for the Los Angeles – Anaheim area.
- Assessments include supplemental preventative maintenance of local streets located within the district boundaries.
- Assessments to include maintenance of the storm drainage basin serving the area within the district boundaries to address erosion and weed control, and other required activities associated with regulatory compliance and its continued operation.
- Assessments also include repairs due to vandalism or accidents; cost of supplying water and electricity; annual county and city administrative charges; contract maintenance charges; graffiti abatement; and miscellaneous charges such as public hearing notices.

Number of single-family equivalents/assessments: 210

Total Landscape Area: 30,295 square feet

Postage	\$206.00
Repairs and Maintenance (Common Lot & Basin Landscaping Areas)	\$4,250.00
Contract Maintenance	\$6,875.00
Local Street Preventative Maintenance & Materials	\$12,000.00
Ponding Basin Maintenance & Regulatory Compliance	\$5,100.00
General Supplies	\$2,500.00
Utilities	\$3,030.00
Printing, Copying, Advertising	\$602.00
City Administrative Fees	\$2,377.00
Tulare County Administrative Fees	\$830.00
Total Annual Expenses For Assessment District 2021-01	\$37,770.00

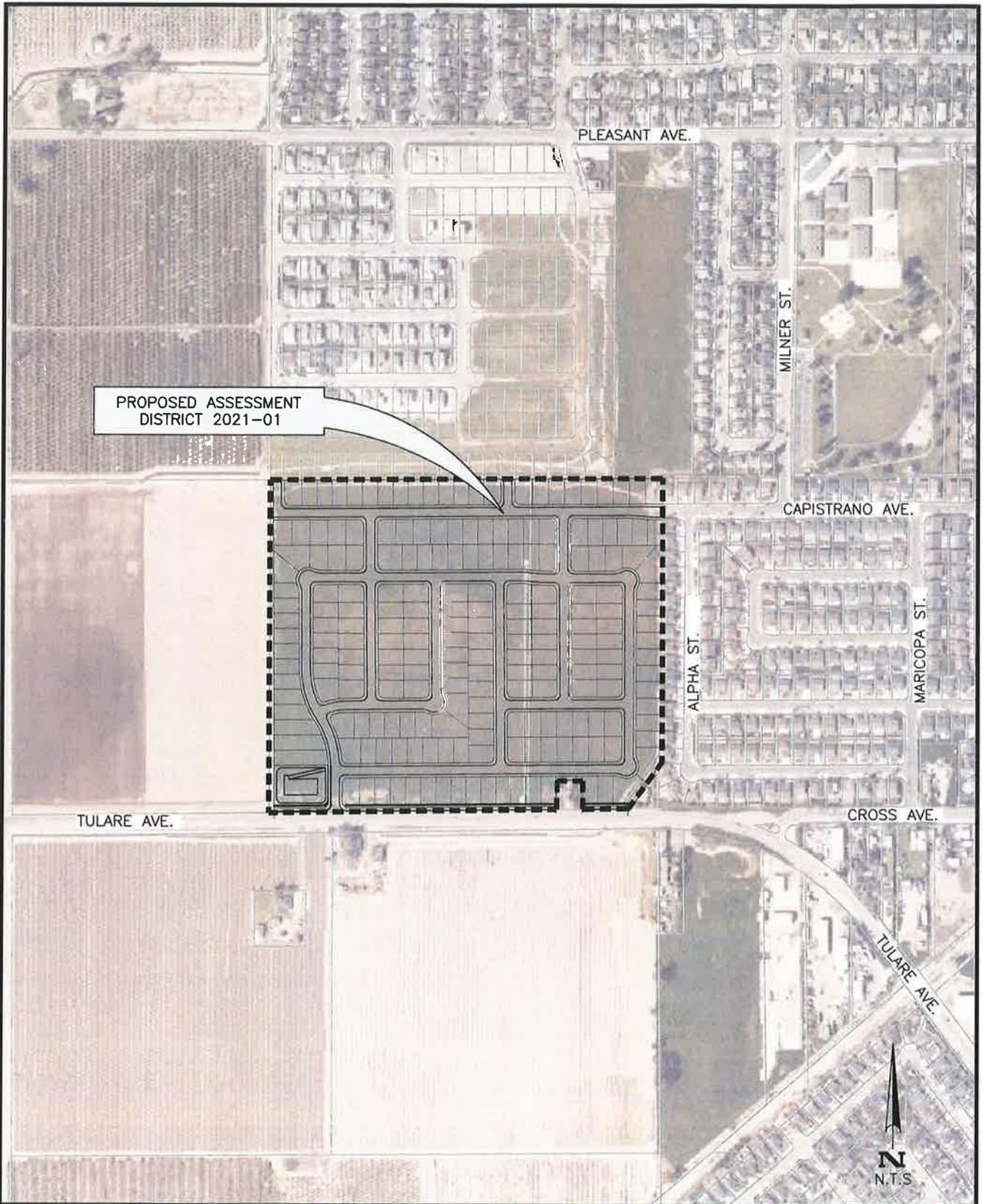
PART C
(Assessment District 2021-01 Diagrams)

- Exhibit A – Assessment District Boundaries and Vicinity Map
- Exhibit B – Lot Numbering and Subdivision Phasing Map
- Exhibit C – Local Streets Within District
- Exhibit D – Common Lot Areas Within District
- Exhibit E – Storm Drain Basin Area Serving District
- Exhibit F – Common Lot Block Wall

PART D

(Assessment District 2021-01 Assessment of the Estimated Cost of the Improvement)

- a) Total acreage subject to assessment = 45.7 acres
- b) Single-family residential (SFR) acreage = 45.7 acres
- c) Single-family residential (SFR) density = # SFR Units / SFR Acreage = $210 / 45.7 = 4.6$ DU / acre
- d) Total number of SFR equivalent units subject to assessment = 210
- e) Proposed assessment per SFR equivalent at time of formation = $\$37,770 / 210 = \180.00
- f) Proposed single-family lot assessment at time of formation = \$180.00



PROPOSED ASSESSMENT
DISTRICT 2021-01

PLEASANT AVE.

MILNER ST.

CAPISTRANO AVE.

ALPHA ST.

MARICOPA ST.

TULARE AVE.

CROSS AVE.

TULARE AVE.



ASSESSMENT DISTRICT 2021-01

EXHIBIT A: VICINITY MAP

LENGEND

-  PHASE LINE
-  LOT NUMBER

NUMBER OF LOTS

- PHASE 1 = 55 LOTS
- 2 = 60 LOTS
- 3 = 48 LOTS
- 4 = 47 LOTS



ASSESSMENT DISTRICT 2021-01
EXHIBIT B: LOT NUMBER AND PHASING MAP

LENGEND

-  PHASE LINE
-  LOCAL STREET

PAVEMENT QUANTITIES

- PHASE 1 = 89,051 SF
- 2 = 83,404 SF
- 3 = 75,077 SF
- 4 = 61,673 SF



LENGEND

--- PHASE LINE

■ LANDSCAPE

COMMON LOT QUANTITIES

PHASE 1 = 28,451 SF



LENGEND

- PHASE LINE
- STORM DRAIN BASIN

BASIN QUANTITIES

BASIN AREA = 34,250 SF



TULARE AVE.

ALPHA ST.



LENGEND

-  PHASE LINE
-  BLOCKWALL

BLOCKWALL QUANTITIES

PHASE 1 = 1,259 LF



AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering Services / Project Management

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Authorize the City Manager to execute the final agreement with Federal Railroad Administration pertaining to the 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant, approve the related project budget for EN0093; and Award an engineering services contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$89,945; and Authorize the City Manager, or designee, to approve contract change orders in an amount not to exceed 10% (\$8,995) of the contract award amount.

***IS PUBLIC HEARING REQUIRED:* Yes No**

BACKGROUND/EXPLANATION:

The Department of Transportation Federal Railroad Administration (FRA) has put forth a Notice of Funding Opportunity (NOFO) for grant funding under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program. This program provides funding for safety enhancements and general infrastructure improvements to passenger and freight railroads for grade crossing enhancements, rail line relocations and improvements, and deployment of railroad safety technology. The maximum Federal share of the total costs of CRISI projects, including preliminary engineering, final design, and construction, is 80%. The remainder of the funding may come from public or private sector funds. Eligible applicants include states, other cities, rail carriers such as Amtrak, railroads, university researchers, and non-profit labor organizations representing rail carriers and rail contractors. The total available funding is \$311,772,500, with no minimum or maximum award amount.

On June 16, 2020 the City Council adopted Resolution 2020-31, which authorized City staff to submit an application for pedestrian and vehicle safety enhancements to the intersection of Prosperity Avenue and "J" Street. This intersection has experienced 60 reported collisions over the past 5 years, with 18 injuries and 1 fatality. The short distance on Prosperity Avenue between the intersection and the Union Pacific railroad tracks, combined with a permissive left-turn traffic movement for east-west traffic that requires drivers to yield to oncoming traffic and pedestrians, makes the current intersection configuration susceptible to a higher rate of collisions. Furthermore, the railroad crossing does not currently provide for ADA compliant pedestrian travel across the railroad tracks. The nominated project proposes to install a pre-signal on Prosperity Avenue west of the railroad tracks, and to upgrade the intersection traffic signal to provide a protected left-turn movement for the east-west traffic on Prosperity Avenue. Upgrades to the rail crossing infrastructure and traffic signal infrastructure are required, as well as new pedestrian facilities such as asphalt concrete walkways, extensions of the concrete panels for both sets of railroad tracks, and ADA upgrades to existing pedestrian ramps. New striping and minor pavement improvements are also proposed. The estimated project cost was \$2,800,095, and the grant application identified the maximum allowable grant contribution of 80%, requiring a 20% local match by the City.

On September 23, 2020, that City received notification that it had been selected to receive grant funding in an amount up to \$2,240,007 to complete the proposed project. Since that time, Staff has worked with the FRA and the Union Pacific Railroad to finalize the necessary agreements and prepare them for approval.

The original grant application functions as the base contract for the grant. The attached documents (Attachment 1, 1A, 2, 3, 4, & 5) provide supplementary information toward the final agreement. A brief explanation of the documents is provided below:

- Attachment 1 and Attachment 1A are standard terms and conditions for the agreement between the City and FRA for allocation of the grant. These conditions are non-negotiable, although some sections do not apply to the City and are noted as such by FRA.
- Attachment 2 is the scope of work, which identifies and outlines the expectations of the grant for the City, FRA, and Union Pacific Railroad.
- Attachment 3 confirms the schedule for work identified in Attachment 2.
- Attachment 4 confirms the project budget. (The budget is consistent with the grant application).
- Attachment 5 identifies performance measures for ADA compliance of proposed improvements.

Peters Engineering Group of Clovis, CA is included on the City's list of pre-qualified on-call Engineering consultants and has demonstrated that they have the skills, expertise and resources available to meet the City's needs, and they can accommodate the timeframe required to complete the design of this project. The Peters Engineering Group team has assisted the City on prior railroad related grants and has successfully completed numerous projects in the City of Tulare. They have proposed to perform the necessary work on this project for an amount not to exceed \$89,945. This fee includes all work necessary for the engineering design and coordination with the Union Pacific Railroad, bidding and construction support, as well as assistance with the administration and reporting of the FRA Grant. The proposed fee is within industry standards and is in line with costs experienced on other projects with similar scopes of work. The proposed fee is also within the amount budgeted for this work on the project. A copy of their proposal is attached.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the final agreement with Federal Railroad Administration pertaining to the 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant; and,

Approve the project budget for EN0093; and,

Award an engineering services contract with Peters Engineering Group of Clovis, CA in an amount not to exceed \$89,945; and,

Authorize the City Manager, or designee, to approve contract change orders in an amount not to exceed 10% (\$8,995) of the contract award amount.

CITY ATTORNEY REVIEW/COMMENTS: ☐ Yes ☑ N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ Yes ☑ No ☑ N/A

Matching funds are proposed to come from currently programmed transportation fund balance in EN0062-220-0006.

FUNDING SOURCE/ACCOUNT NUMBER:

EN0093

Submitted by: Nick Bartsch

Title: Sr. Project Manager

Date: February 22, 2020

City Manager Approval: _____

TRANSPORTATION PROJECT

PROJECT #EN0093	G/L #:
Prosperity & J St. Intersection Improvements	
(Capital)	
(Capital)	
District(s): 2, 4	

PROJECT MANAGER: Nick Bartsch

PROJECT DESCRIPTION & PURPOSE: Traffic Signal and pedestrian safety improvements to the Prosperity Avenue and J Street intersection. Includes ADA Concrete work, Traffic Signal Improvements to accommodate dedicated left turn movements, as well as ADA accessible safety enhancements to the railroad crossing.

KEY POINTS: Traffic and pedestrian safety; Relief from potential liability concerns; Compliance to the American Disabilities Act. This project is also 80% funded by a Federal Railroad Administration (FRA) 2020 Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant.

PROJECT STATUS: Grant Application approved by City Council on 6/16/20; Grantee Selection Notification on 9/23/20;

PROJECTED START DATE: 6/1/2020

PROJECTED END DATE: 6/30/2023

FUTURE M & O:
(Additional Cost & Department Responsibility) No additional Cost

CRITERIA (1-8): Criteria 7: Project addresses regulatory, safety, or environmental requirements that could threaten in whole or in part the City's ability to operate a core program or function at some future time if not replaced or repaired.

Costs Description	Fiscal Year					Total	Unfunded
	2019/20	2020/21	2021/22	2022/23	2023/24		
001 - Conceptual	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
002 - Preliminary Design	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -
003 - Environmental	\$0	\$10,000	\$0	\$0	\$0	\$10,000	\$ -
004 - Final Design	\$0	\$112,950	\$0	\$0	\$0	\$112,950	\$ -
005 - Construct/Impliment	\$0	\$0	\$2,677,146	\$0	\$0	\$2,677,146	\$ -
006 - Close Out	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Total Costs:	\$0	\$122,950	\$2,677,146	\$0	\$0	\$2,800,096	\$ -
Funding Sources							
122 - Gas Tax (HUTA) - (Carry-over Balance from EN0062)	\$0	\$24,590	\$535,429	\$0	\$0	\$560,019	\$ -
643 - FRA - 2020 CRISI Grant	\$0	\$98,360	\$2,141,717	\$0	\$0	\$2,240,077	\$ -
							\$ -
							\$ -
Total Funding:	\$0	\$122,950	\$2,677,146	\$0	\$0	\$2,800,096	\$ -



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Mr. Michael Miller
City of Tulare
411 East Kern Avenue
Tulare, California 93274

February 19, 2021

Subject: J Street and Prosperity Avenue Safety Enhancements Project,
Tulare, California

Dear Mr. Miller:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this scope of work is based on the approved grant application, coordination with the Federal Rail Administration (FRA) and City staff direction.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

PETERS ENGINEERING GROUP

David Peters, PE, TE
Principal Engineer

Attachment: Exhibit "A" - Scope of Services
Exhibit "B" - Project Exhibit
Exhibit "C" - Fee Proposal

Exhibit “A”
SCOPE OF SERVICES
Civil Engineering and Project Management Services for
J Street and Prosperity Avenue Safety Enhancements Project
Tulare, California

INTRODUCTION

The J Street and Prosperity Avenue Safety Enhancements Project is located on the Union Pacific railroad crossing #756976L (the Crossing), which currently has approximately twelve freight trains crossing per day. The Crossing is owned by the Union Pacific Railroad Company. On April 20, 2020 the Federal Railroad Administration (FRA) issued a Notice of Funding Availability (NOFA) in the Federal Register for the High-Speed Intercity Passenger Rail (HSIPR) Program. In response, the City of Tulare submitted an application for J Street and Prosperity Avenue Safety Enhancements Project. FRA reviewed Grantee’s application for eligibility and ranking with the criteria outlined in the NOFA. On the basis of this evaluation, the USDOT Secretary of Transportation selected the City of Tulare for an award, through a cooperative agreement between FRA and the Grantee, of \$2,800,096 for the Project.

Peters Engineering Group (Consultant) will provide the City of Tulare (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of plans, specifications, and estimate for the proposed improvements to the J Street and Prosperity Avenue railroad crossing and intersection as shown in Exhibit “B” and consisting of the following Client constructed improvements (C) and Union Pacific Railroad constructed improvements (RR):

- Installation of a pre-signal on the west side of UP crossing #756976L(C)
- Upgrade of the intersection traffic signal to allow for a split-phase left turn movement in the east-west directions(C)
- Upgrade rail crossing infrastructure, including new gates and lighting(RR)
- Upgrade rail crossing signal infrastructure, including adding advance pre-emption and a new signal house for the crossing. (RR)
- Install new concrete panels for both rails to allow for an extension of the panels to provide access for pedestrians to cross the tracks (RR)
- Construct new asphalt concrete walkway to meet the extended concrete panels and provide a pedestrian path access across the rail crossing. (C)
- Construct ADA compliant ramps at the J Street and Prosperity Intersection. (C)
- Provide HMA pavement overlay and pavement reconstruction adjacent to the new concrete panels and within the intersection (C)
- New striping and signage to comply with Union Pacific and MUTCD requirements (C)

Completion of the J Street and Prosperity Avenue Safety Enhancements Project Construction Project will result in improved pedestrian and ADA accessibility and vehicle safety for intercity passenger rail service on the Crossing.

WORK TASKS

The Consultant will provide the following work tasks:

Task 100 - Preliminary Engineering

101 Project Work Plan and Consultation with UPRR

For this initial task, the Consultant will attend a diagnostic meeting with Union Pacific Railroad and the California Public Utilities Commission and prepare a detailed Project Work Plan. Since a portion of the project will be designed and constructed by Union Pacific Railroad consultants and contractors, it will be important to identify which entity is responsible for design and construction of the relevant facilities. The Work Plan will describe, in detail, the activities and steps necessary to complete these tasks outlined in this statement of work. The Work Plan shall also include information about the project management approach including City/Union Pacific organization, the decision-making roles and responsibilities and interaction with FRA. In addition, the Work Plan will include the Project schedule, and a detailed Project budget. Since the Client will need to secure an agreement with the host railroad to access the railroad's property and perform the PE and/or environmental work, the executed agreement will be included with the detailed Work Plan. The Work Plan shall identify the anticipated studies to be conducted as part of the environmental review and evaluation process for the Construction Project. The Work Plan will be reviewed and approved by the FRA.

102 Field Surveys and Mapping

Consultant will perform a topographic and boundary survey of the existing features and right-of-way. The topographic survey will extend throughout the limits of the project and will be used to develop digital mapping for design of the proposed improvements. The boundary survey will verify existing right of way and assist the design of new improvements as outlined below:

- Use RTK GPS to establish horizontal control points – assumed horizontal system.
- Run and adjust a level loop through survey control points – from City of Tulare benchmark(s).
- Gather topographic data using total station systems to ensure good vertical data at intersection returns.
- Cross-Sections streets at 100+ foot intervals (FL, CL, FL) with RTK GPS (+/- 0.1').
- Locate FL at centerline of driveways with RTK GPS (+/- 0.1').
- Locate obvious uplifts of curb (not details, just location shot).
- Locate and identify visible utilities in the street along with water meters behind the curb.
- Locate and tie in sufficient monumentation to calculate right-of-way lines of streets, but not individual lot boundaries.
- Locate and tie out monuments within the street with potential to be disturbed by this project.
- City to provide or verify right-of-way data.
- Provide electronic file of the survey in an AutoCAD compatible version.

The location of existing underground and overhead utilities will be identified through available City and utility company record drawings and through the topographic survey. Utility companies will be contacted and a request for utility records will be made. Known existing underground utilities will be incorporated in digital topographic mapping and shown in both plan and profile on the construction documents. Preliminary plans will be distributed to affected agencies for assistance in utility coordination and possible relocation. While correspondence will be prepared by consultant, letters and other communications may need to be sent by City Staff to acquire the information for use by the Consultant.

It is anticipated that the City's surveyor for construction will tie out existing monuments and create corner records as necessary.

103 30% Plans Submittal & Estimate

The Consultant will prepare civil and signal designs and specifications for the Project at a level of detail adequate to demonstrate the feasibility of the proposed design and its appropriateness for fulfilling the Project's objectives. The minimum requirements for preliminary track and signal design and specifications are listed below.

- The Consultant will provide scale maps or scale aerial photography of existing conditions at a scale of one inch = 100 to 500 feet depending on complexity of location.
- The Consultant will prepare design plan drawings overlaid on maps/photography showing existing right-of-way limits along with railroad ownership; proposed track changes including removals and installations; track centers, turnout sizes curve and spiral data; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; public at-grade crossings; parking, access to primary roadway system in the area, and public transit services and facilities.
- The Consultant will obtain signature approval of the preliminary engineering cover sheet by all stakeholders impacted by the proposed track configuration and signal plan.

Union Pacific will be responsible for preparation of 30% plans for facilities they will contract to install. This design will be reviewed and approved by FRA

The Consultant will also prepare a Construction Project cost estimate consistent with the design and specifications. The Construction Project cost estimate will be presented in a format approved by FRA and will encompass all costs that the Consultant and Client anticipates will be incurred to implement the Construction Project following completion of PE (including all final design and construction costs and costs from Union Pacific for their facilities). The Construction Project cost estimate will incorporate an appropriate allowance for cost risk and uncertainty associated with the Construction Project commensurate with its stage of development through inclusion of a cost contingency.

Plans will be developed in AutoCAD 2017, or a version acceptable to the City. A digital copy of the 30% plans and a preliminary cost estimate will be submitted for City review. Once the City has reviewed the plans and comments addressed at a 30% level, the plans will be submitted to FRA. Copies of the 30% plans will also be distributed to affected utility companies for use in their design of relocations.

104 Financial Planning Documentation

The Consultant will prepare financial planning documentation in coordination with the Client demonstrating how the implementation of the Construction Project will be financed following completion of PE. Based on the Construction Project cost estimate, the minimum requirements for the financial planning documentation are listed below.

- A cost-loaded schedule depicting the cash outflow forecast for the Construction Project by calendar quarter, in both base year and “year of expenditure” (i.e., inflation-adjusted “nominal”) dollars.
- A description of the inflation assumptions used to arrive at the year of expenditure values.
- A description of the degree to which funding for the implementation of the Construction Project has been committed and a description of the risks associated with the availability of the other sources of funding.
- A description of other financing risks associated with the Construction Project, including cost risks represented in the cost estimate and schedule risks represented in the schedule.
- A description of the Client’s plan for financing any cost overruns, including addressing the availability of the sources of funding that may be used to finance overruns.
- A description of how operating and maintenance costs of the Construction Project will be financed.

105 Construction Project Implementation Schedule

The Consultant will prepare a Construction Project implementation schedule in coordination with the Client and consistent with the preliminary track and signal design and specifications. The minimum requirements for the Construction Project implementation schedule are listed below.

- The Construction Project implementation schedule, including final design, will be presented in a format approved by FRA.
- The Construction Project implementation schedule will incorporate an appropriate allowance for Construction Project schedule risk, whether through inclusion of schedule contingency or through another method approved by FRA.

106 Construction Project Benefits Estimate

The Consultant will estimate the type and magnitude of benefits to intercity passenger rail service and other benefits that will result from the Construction Project in conjunction with FRA, the RR, and the Client. FRA shall provide the format for such estimate.

107 Construction Project Management Documentation

The Consultant will prepare Construction Project management documentation in coordination with the Client for the implementation of the Construction Project following completion of PE. The Construction Project management documentation will address the following minimum requirements:

- Identify the stakeholders involved in the Construction Project's implementation and describe their respective roles, responsibilities, capabilities, capacities, and mechanisms through which these parties will interact with one another.
- Demonstrate that the Client has the adequate staff organization with well-defined reporting relationships, statements of functional responsibilities, job descriptions, and job qualifications.

Task 200 - Construction Documents

201 Prepare 95% Plans, Specifications, and Estimate and Meeting with City and RR

The Consultant shall complete 90% plans, specifications and estimates for Client and FRA review and approval to support the Construction Project. The Consultant will prepare track and signal designs and specifications for the Project at a level of detail adequate to demonstrate the feasibility of the proposed design and its appropriateness for fulfilling the Project's objectives. Union Pacific Railroad's consultant will prepare the appropriate plans for their portion of the work. The minimum requirements for final track and signal design and specifications are listed below.

- The Consultant will provide scale maps of proposed conditions at a scale of 1 inch=20 to 50 feet depending on complexity of location for improvements to be constructed by the Client.
- The Consultant will finalize design plan drawings showing existing right-of-way limits along with railroad ownership; track centers; proposed track changes including removals and installations; vertical profiles and grades of existing and proposed construction; typical cross sections to scale showing the proposed work to existing conditions for each change in track configuration and at other locations requiring retaining walls or right-of-way acquisitions; parking, access to primary roadway system in the area, and public transit services and facilities.
- The Consultant and the Client will obtain signature approval of the final engineering cover sheet by all stakeholders impacted by the proposed improvements and signal plan.
- Union Pacific will be responsible for preparation of final design plans for facilities they will contract to install. This design will be reviewed and approved by FRA.

Thirty percent (30%) PS&E review comments received from the Client, Union Pacific, and FRA will be addressed and incorporated into the 90% PS&E. The 90% PS&E will be submitted in pdf format for Client review. Consultant will meet with Client and RR personnel to discuss any final revisions.

202 Prepare Construction Documents

One hundred percent (100%) PS&E review comments received from the Client and the RR will be addressed and incorporated into the final construction documents.

Specifications will be prepared in Microsoft Word 2013 or newer.

One (1) set of bond plans, original specifications, and estimates will be submitted to the City. Construction documents will be stamped and signed by a registered civil engineer.

Electronic files of all construction documents will be available as requested by the City.

203 Prepare Construction Project Schedule

The Consultant will update the Construction Project cost estimate prepared in the PE phase, in coordination with the Client, and consistent with the updated design and specifications. The minimum requirements for this cost estimate are listed below.

- The Construction Project cost estimate will be presented in a format approved by FRA and will encompass all costs that the Grantee anticipates will be incurred to implement the Construction Project following completion of FD (including Union Pacific costs).
- The Construction Project cost estimate will incorporate an appropriate allowance for cost risk and uncertainty associated with the Construction Project commensurate with its stage of development through inclusion of a cost contingency.

204 Bidding Coordination and Support

Consultant will review and respond to requests for information (RFI's) during the bidding portion of the project and will be responsible for soliciting and receiving bids for the project. This will include preparation of advertisement and printing and distribution of plans, specifications, and addendums during the bid process. Specifications will be prepared in an electronic word processing program compatible with City software.

Task 300 – Construction Support

301 Construction Support

Consultant will review submittals during construction. Consultant will review and respond to requests for information (RFI's) during the construction portion of the project. It is anticipated that, due to the nature of the project, coordination will be extensive due to the number of existing facilities that will be modified or connected to. Five site visits during construction are included in this scope. If an addendum or

addition review is required due to a change in the scope of work, or more than five visits will be required, then it will be regarded as additional services. This phase will be billed at time and materials, not to exceed the budget in Exhibit C.

CLIENT'S DUTIES AND RESPONSIBILITIES

The Client shall:

- a) Provide all criteria and full information concerning Client's requirements for the project.
- b) Provide Consultant with plans indicating the locations, types, and sizes of existing improvements. City of Tulare has already provided the approved master plans for City water, sewer, and storm drain. City Staff will call for USA of the project prior to topographic survey. Potholing for existing elevations of gas lines for conflicts will be provided by City Staff. Verification of depth and condition of existing manholes will be provided by City Staff.
- c) Give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.
- d) At Client's discretion, authorize and direct Consultant to provide necessary Additional Services.
- e) Acquire any necessary Right-of-Way.
- f) Pay for any outside agency permits.
- g) Provide environmental clearance.
- h) Provide for Construction Surveying Services, including ties to existing survey monuments and corner records.

ADDITIONAL SERVICES

The Client may, at its sole discretion, request that Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to this Agreement.

Additional services will be required if Consultant is to perform services not specifically described herein. Additional services will be required if any additional project alternatives will be requested, including assistance with acquisition of right of way. Additional Services will be required if Consultant is required to attend additional meetings not already identified in this scope of work, including but not limited to project design team, public hearings, planning commission meetings, and city council meetings. Additional Services will be required if Eminent Domain proceedings should be required to acquire parcels. Additional Services will be required if Consultant is required to attend weekly meetings during the construction phase.

RIGHT TO RELY

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

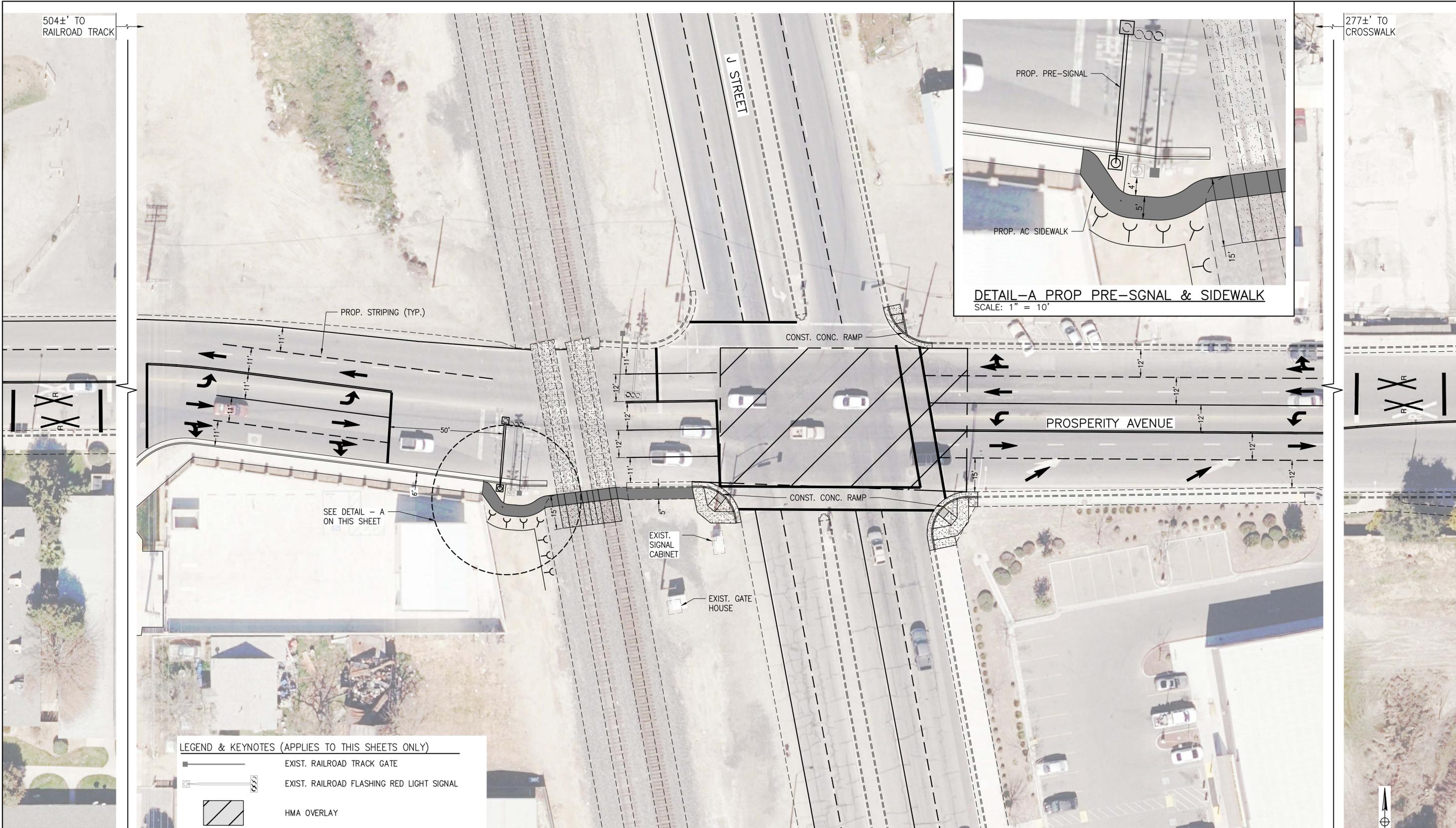
Consultant's fee for the services described herein shall be in accordance with Exhibit "C" and billed to the Client on a lump sum per task basis monthly on a percent complete basis.

SCHEDULE

The anticipated start for the project is April 1st, 2021. During the month of April, the design survey will be prepared. A Diagnostic Meeting with Union Pacific, their consultant, and the CPUC is anticipated in late March. Preliminary Engineering is anticipated to be from April to December of 2021, with Final Design from January 2022 to June of 2022. Construction is anticipated from October 2022 to December 2023

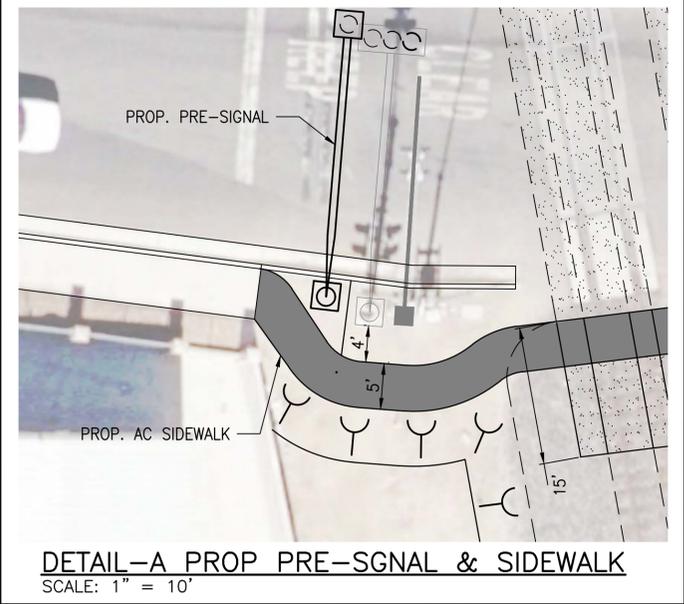
EXHIBIT "B"

DWG: S:\2020\20-035\Acad\Design\20-035 J Street & Prosperity.dwg
 USER: SNoamouche DATE: Jun 05, 2020 3:20pm



LEGEND & KEYNOTES (APPLIES TO THIS SHEETS ONLY)

	EXIST. RAILROAD TRACK GATE
	EXIST. RAILROAD FLASHING RED LIGHT SIGNAL
	HMA OVERLAY



504±' TO RAILROAD TRACK

277±' TO CROSSWALK

**City of Tulare, J Street and Prosperity RR Crossing Improvements
Engineering Fee Proposal
Exhibit "C"**

Task	Description	Person-Hours				Surveying	Other Direct Costs	Total
		Principal Engineer @ \$195 /hr	Senior Civil Engineer @ \$180 /hr	Staff Engineer @ \$130 /hr	Clerical @ \$75 /hr			
100	PRELIMINARY ENGINEERING							
101	Project Work Plan and Consultation with UPRR	1	20				\$200	\$3,995
102	Topographic Survey		4	24		\$13,200	\$200	\$17,240
103	30% Plans and Estimate & Review Meeting	4	40	40			\$200	\$13,380
104	Financial Planning Documentation		16	4	2		\$50	\$3,600
105	Construction Project Implementation Schedule		12		2		\$50	\$2,360
106	Construction Project Benefits Estimate		12		2		\$50	\$2,360
107	Construction Project Management Documentation		16		2		\$50	\$3,080
Total Task 100 Hours		5	120	68	8		Total = \$46,015	
200	FINAL DESIGN							
201	Prepare 90% Plans, Specifications, and Estimate and review meeting with City and RR	4	32	40	4		\$400	\$12,440
202	Prepare Construction Documents	4	30	24	4		\$200	\$9,800
203	Prepare Construction Project Schedule		12		2		\$50	\$2,360
204	Bidding Coordination and Support		20	8	4		\$150	\$5,090
Total Task 200 Hours		8	94	72	14		Total = \$29,690	
TOTAL ENGINEERING AND ADMIN FEE PRE-CONSTRUCTION		13	214	140	22		Total = \$75,705	
300	CONSTRUCTION SUPPORT							
301	Construction Support	4	60	12	8		\$500	\$14,240
Total Task 300 Hours		4	60	12	8		Total = \$14,240	



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

EXHIBIT "C"

HOURLY RATE SCHEDULE
(Effective 1/1/21 to 12/31/22)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$195/hr
Senior Civil Engineer	\$180/hr
Civil Engineer	\$150/hr
Land Surveyor	\$140/hr
Staff Engineer	\$130/hr
Draftsperson/Technician/Inspector	\$105/hr
Clerical	\$75/hr
Litigation Support	\$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/21 to 12/31/22)

<u>DESCRIPTION</u>	<u>RATE</u>
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

August 2020

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project. The term "Approved Project Budget" also includes "Financial Plan" as used in 2 C.F.R. § 200.308.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this

Agreement as shown in section 5 of the Agreement cover sheet.

- j. Federal Government** means the United States of America and any executive department or agency thereof.
- k. Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. Project** means the task or set of tasks set forth in the Statement of Work.
- q. Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.77 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. Part 200, Subpart A, and these Subpart A definitions are incorporated herein by reference and made a part hereof. Subpart A definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. **Contact Information.** FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. **Scope.** The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. **Schedule.** The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
 - 2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. Property and Equipment.
 - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
 - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
 - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including Subrecipients, as defined in 2 C.F.R. § 200.93, or Contractors, as defined in 2 C.F.R. § 200.23, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
 1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
 2. Grantee fails to make reasonable progress on the Project;
 3. Grantee fails to provide the Non-Federal Contribution;
 4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
 6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.344. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. § 200.301

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 90 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

- a. Final Documentation. As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 90 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. Excess Payments. If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.344, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.frs.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. Definitions. For purposes of this section:
- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a Grantee; and
 - The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.475.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. Disallowed costs include the following:
- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b)(7) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. General Federal Requirements. The Grantee will comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined by 2 C.F.R. § 200.85, in accordance with the Property Standards of 2 C.F.R. § 200.311. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. Maintenance. The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. Records. The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. Transfer of Project Property, Equipment or Supplies. The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. Withdrawn Property, Equipment or Supplies. If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. Encumbrance of Project Property or Equipment. Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

- a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient will comply with 2 C.F.R. §§ 200.318 – 200.326, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. Cargo Preference -- Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
 - 1) Use of United States-flag vessels:
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
- 2) express said amount as a percentage of the total costs of the planned acquisition.

- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

- e. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

- 1) agrees to: (a) provide maximum practicable opportunities for small businesses, including veteran-owned small businesses and service disabled veteran-owned small businesses; and (b) implement best practices, consistent with our nation's civil rights and equal opportunity laws, for ensuring that all individuals – regardless of race, gender, age, disability, and national origin – benefit from activities funded through this Agreement.
- 2) An example of a best practice under (b) above would be to incorporate key elements of the Department's Disadvantage Business Enterprise (DBE) program (see 49 C.F.R. Part 26) in contracts under this Agreement. This practice would involve setting a DBE contract goal on contracts funded under this Agreement that have subcontracting possibilities. The goal would reflect the amount of DBE participation on the contract that the Grantee would expect to obtain absent the effects of discrimination and consistent with the availability of certified DBE firms to perform work under the contract. When a DBE contract goal has been established by a Grantee, the contract would be awarded only to a bidder/offer that has met or made (or in the case of a design/build project, is committed to meeting or making) documented, good faith efforts to reach the goal. Good faith efforts are defined as efforts to achieve a DBE goal or other requirement of this Agreement which, by their scope, intensity, and appropriateness to the objective can reasonably be expected to achieve the goal or other requirement.
- 3) The Grantee must provide FRA a plan, using guidance provided by FRA, for incorporating the above best practice into its implementation of the Project within 60 days following execution of this Agreement. If the Grantee is not able to substantially incorporate Part 26 elements, in accordance with the above-described best practice, the Grantee agrees to provide the FRA with a written explanation and an alternative program for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.

28. Rights in Intangible Property:

- a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.59, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. Patents. The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.333 – 200.337. Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

38. Ethics:

- a. **Standards of Conduct.** The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) **Personal Conflict of Interest.** The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) **Organizational Conflicts of Interest.** The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.
- b. **Existing Codes or Standards.** This section does not require the Grantee to

implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

43. Trafficking in Persons:

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- c. Provisions applicable to any recipient.
 - 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(b) A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

5) “Recipient” and “subrecipient” include for-profit entities for the purpose of this award term only.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Grant, cooperative agreement, and loan recipients are prohibited from using government funds to enter into subawards or contracts (or extend or renew subawards or contracts) with entities that use covered technology. See section 889

of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636, 1917 (Aug. 13, 2018).

PART IV. GOVERNING LAWS AND REGULATIONS

45. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
 - 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.
 - 3) The Grantee will ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting

discrimination. Further, the Grantee will ensure compliance with all regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to, those referenced in this Agreement.

c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

Consolidated Rail Infrastructure and Safety Improvements Clauses Attachment 1A

The Grantee agrees to comply with the clauses in this Attachment 1A according to its terms. Consistent with 49 U.S.C. § 22905(e), clauses (c) through (h) do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

a. Federal Contribution

The Federal share of total Project costs shall not exceed 80 percent.

b. Performance Measures

Grantee agrees to measure and report on the performance measures as stated in Attachment 5.

c. Buy America

In lieu of Section 37 of Attachment 1 to this Agreement, the Grantee agrees to comply with the Buy America provisions set forth in 49 U.S.C. § 22905(a) for the Project.

Additional guidance on compliance with the Buy America provisions is available on FRA's website at: <http://www.fra.dot.gov/Page/P0185>.

d. Operators Deemed Rail Carriers

The Grantee recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided by this Agreement will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 *et seq.*); the Railway Labor Act (45 U.S.C. § 151 *et seq.*); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 *et seq.*). The Grantee agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

e. Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1):

(1) If Grantee owns the rights-of-way used by the Project funded by this Agreement, then Grantee agrees that: the infrastructure capacity is adequate to accommodate both existing and future freight and passenger rail operations resulting from the Project, as applicable; railroad collective bargaining agreements with railroad employees (including terms

regulating the contracting of work) will remain in full force and effect according to their terms for work performed on the railroad transportation corridor; and the Grantee assures compliance with liability requirements consistent with 49 U.S.C. § 28103.

(2) If Grantee does not own all of the rights-of-way used by the Project funded by this Agreement, then Grantee represents that it has entered into a written agreement with the owner of rights-of-way used by the Project funded by this Agreement, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations resulting from the Project; an assurance by the owner that collective bargaining agreements with railroad employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by such employees on the railroad transportation corridor; and an assurance of compliance with liability requirements consistent with 49 U.S.C. § 28103.

f. Labor Protective Arrangements

In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project uses rights-of-way owned by a railroad, then Grantee will ensure compliance with the protective arrangements that are equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 45 U.S.C. § 836, with respect to employees affected by actions taken in connection with the Project financed in whole or in part by this Agreement.

g. Davis-Bacon and Related Acts Provisions

In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project uses rights-of-way owned by a railroad, then, the Grantee will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

h. Replacement of Existing Intercity Passenger Rail Service

If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

ATTACHMENT 2

STATEMENT OF WORK

City of Tulare

Pedestrian & Vehicle Safety Enhancements to the Intersection of J-Street & Prosperity Ave Consolidated Rail Infrastructure & Safety Improvements FY20

I. AUTHORITY

Authorization	E.g. 49 U.S.C. § 24407 For CRISI Program Insert eligibility citation (e.g. 49 U.S.C. 24407(c)(1))
Funding Authority/Appropriation	E.g. Contract authority in the FAST Act Sec. 1101(a)(5), Pub. L. 114-94 (December 4, 2015) E.g. Consolidated Appropriations Act, 2018, Division L, Title I (Pub. L. 115-141 (March 23, 2018))
Notice of Funding Opportunity	[NOFO Title] for Fiscal Year 20XX, [Federal Register citation], [Month, date, year] [volume #] FR [publication date]

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

II. BACKGROUND

The City of Tulare, CA (Grantee) aims to implement pedestrian and vehicle safety improvements to the intersection of J Street and Prosperity Avenue in the City of Tulare, CA. The intersection of J Street and Prosperity Avenue is located on the Union Pacific Railroad (UPRR) mainline, which has approximately twelve freight trains crossing per day.

This Grant Agreement (Agreement) funds the Grantee to support the environmental review, engineering, and construction of safety enhancements and general infrastructure improvements to the intersection of J Street and Prosperity Avenues (Project).

III. OBJECTIVE

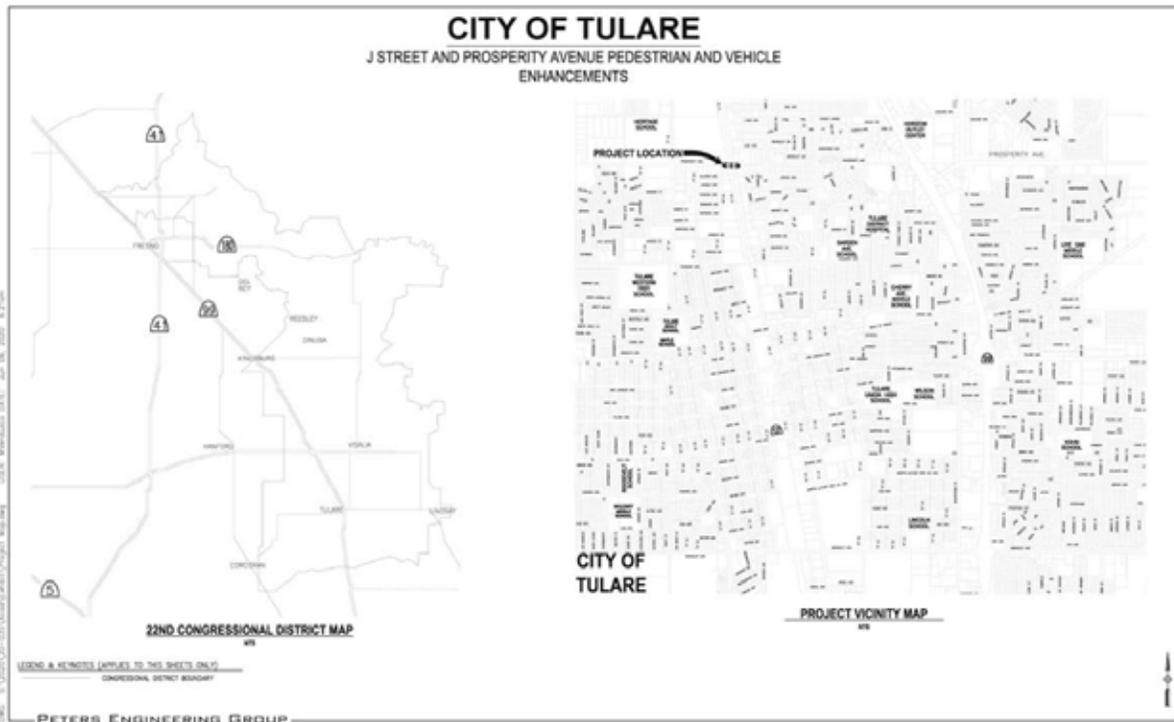
The project will enable the Grantee to install a pre-signal for eastbound traffic at the railroad tracks on Prosperity Avenue and to upgrade the intersection traffic signals to provide protected left turns using split-phasing in the east-west direction on Prosperity Avenue. Upgrades to the rail crossing infrastructure and signal infrastructure are required. New pedestrian facilities will include asphalt concrete walkways, concrete panels on the rail crossing, and upgrades to

ATTACHMENT 2

construct ADA compliant ramp facilities. Lastly, new striping and minor pavement improvements will also be proposed at the intersection.

IV. PROJECT LOCATION

The Project is located at the UPRR Crossing #756976L at MP 248.70 and the intersection of J Street and Prosperity Avenue in Tulare, California. A site map is shown below for reference.



IV. DESCRIPTION OF WORK

The grantee will complete the Project through the following 4 tasks:

Task 1: Project Administration

Task 1.1: Detailed Project Work Plan, Budget, and Schedule

The Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Budget will be consistent with the Approved Project Budget (Attachment 4) but will provide a greater level of detail. In addition, the Detailed Project Work Plan will include a detailed Project Schedule, with Grantee and agency review durations, consistent with the Approved Project Schedule (Attachment 3).

ATTACHMENT 2

The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work. The Detailed Project Work Plan will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), as well as address quality assurance and quality control procedures. Similarly, agreements governing the construction, operation and maintenance of the Project should also be included. The Detailed Project Work Plan, Budget, and Schedule will be reviewed and approved by the FRA.

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan, Budget, and Schedule has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement.

Task 1.2: Final Performance Report

This report must be submitted within 90 days of the end of the grant's period of performance and should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget, and Schedule
- Project Agreements (if applicable)
- Final Performance Report

Task 2: Environmental Review

The Grantee will complete FRA-approved environmental clearance documentation for the Project. Based on the information available on at time of this Agreement, FRA anticipates the class of action for the Project is a Categorical Exclusion (CE). The Grantee will complete a CE of the Project and submit to FRA for review and approval.

The CE and necessary studies and documentation will be completed in accordance with 23 CFR Part 771, Environmental Impact and Related Procedures, and 23 CFR Part 774, Parks, Recreation Areas, Wildlife and Waterfowl Refugees, and Historic Sites (Section 4(f)) and other environmental laws. The Grantee is responsible for identifying and adhering to all necessary mitigation permits requires for the construction of the Project.

Task 2 Deliverables:

- Draft CE

Task 3: Engineering and Final Design

Task 3.1: Preliminary Engineering

The Grantee will submit the Preliminary Design (30%) package for FRA review and approval to support the construction of the Project. Preliminary Engineering (PE) will consist of the preparation of all design and construction Project delivery documentation necessary to

ATTACHMENT 2

demonstrate the effectiveness, feasibility, and readiness of the construction of the Project. The PE work activities will include, as applicable: preliminary roadway design (horizontal and vertical alignments); preliminary track engineering (horizontal and vertical alignments and track design); preliminary site and drainage design; preliminary construction staging plans; utility and railroad coordination; intersection and grade-crossing design; preliminary construction cost estimate; and any design work necessary to complete the environmental documentation for the construction of the Project.

The PE Set (30%) will include:

- 30% Plan Sheets, details and outline of specifications, including a plan title sheet with a Project description, location map, and stakeholder signature block(s);
- Preliminary construction Project cost estimate; and
- Preliminary construction Project schedule

Upon completion of PE, the Grantee will obtain signature concurrence on the preliminary engineering cover sheet by all Project stakeholders.

Task 3.2: Final Design

Prior to commencing Task 3.2, Final Design, the Grantee will provide FRA an executed Railroad Agreement for acceptance, in accordance to Attachment 1A, section e. The Grantee may not commence any Final Design or Construction activities until FRA has issued a written acceptance of an executed Railroad Agreement.

The Grantee will obtain all necessary permits and complete Final Design, for each phase of the construction of the Project, as described in task 4. The Final Design Sets will refine the Preliminary Engineering Set, completed in task 3.1, and identify all project-related improvements, necessary construction materials and quantities, and construction activities in sufficient detail to implement the construction of the Project. The Grantee is encouraged to provide the FRA with interim designs at construction milestones.

The Grantee will provide the Final Design Set, composed of the following, to the FRA for acceptance:

- 100% track and grade crossing diagrams;
- Construction schedule; and
- Engineers Cost Estimate.

Task 3 Deliverables:

- Executed Railroad Agreement
- Preliminary Engineering Set
- Final Design Set

Task 4: Construction

The Grantee will construct all track, rail, and structure specific improvements as detailed in Task 3.1 and in accordance to mitigation measures outlined in Task 2.

Task 4 Deliverables:

ATTACHMENT 2

- N/A

V. ENVIRONMENTAL COMPLIANCE

FRA has evaluated the actions covered in this grant in accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures). FRA has determined that the actions funded under this grant for the preliminary engineering (PE) and compliance with NEPA and related laws and regulations are categorically excluded from detailed environmental review pursuant to 23 CFR 771.116 (c) (1), (3),(4) and (8). Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 CFR 1508.4.

In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 CFR 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to [development of PE/NEPA documentation] funded under this grant that might trigger the need for a more detailed environmental review.

The obligation of the funds for FD and/or construction does not predetermine or prejudice the outcome of the NEPA process. The Grantee may not commence any FD or construction activities until FRA has issued a written notice to proceed that will be informed by the final NEPA document. As appropriate, FRA may require an amendment to this Agreement for consistency with the final NEPA decision.

In addition, any FD and or construction activities must be supported by, and be consistent with, a final FRA NEPA document (i.e., CE determination, Finding of No Significant Impact, or Record of Decision). If the Program or projects lead to work outside of that considered by FRA in making its NEPA determination that may affect the environment, the Grantee agrees that it will not allow the work to begin until it has informed FRA of such work, and received a written notice to proceed. Before providing such notice to proceed to Grantee, FRA will determine what, if any, additional environmental review is required.

VI. PROJECT COORDINATION

The Grantee shall perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- Union Pacific
- FRA

VII. PROJECT MANAGEMENT

ATTACHMENT 2

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular meetings scheduled throughout the Project Performance Period. The Applicant/Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in and updated versions of Detailed Project Work Plan, Budget, and Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next progress period
- Read and understand the Terms and Conditions of this Agreement (Attachment 1 and 1A)
- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

ATTACHMENT 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

City of Tulare

Pedestrian & Vehicle Safety Enhancements to the Intersection of J-Street & Prosperity Ave

I. DELIVERABLES AND APPROVED PROJECT SCHEDULE AND

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 5(b) of Attachment 1.

Deliverables and Approved Project Schedule

<u>Task #</u>	<u>Task</u>	<u>Deliverable Name</u>	<u>Due Date</u>
1	Project Administration	Detailed Project Work Plan, Budget, and Schedule	Within 30 days of Period of Performance Begin
1.2	Project Administration	Final Performance Report	Within 90 days of Period of Performance End
2	Environmental Review	Draft CE	06/1/2021
3.1	Engineering and Final Design	Preliminary Engineering Set	01/31/2022
3.2	Engineering and Final Design	Executed Railroad Agreement	01/31/2022

ATTACHMENT 3

3.2	Engineering and Final Design	Final Design Set	06/01/2022
4	Construction	N/A	12/01/2023

ATTACHMENT 4

APPROVED PROJECT BUDGET

City of Tulare

Pedestrian & Vehicle Safety Enhancements to the Intersection of J-Street & Prosperity Ave

I. APPROVED PROJECT BUDGET

The total estimated cost of the Project is \$2,800,096 for which the FRA grant will contribute up to 80% of the total Project cost, not to exceed \$2,240,076.80. The Grantee's Non-Federal Contribution is comprised of \$560,019.20. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Budget by Task

Task #	Task Name	Federal (FRA) Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	\$48,000	\$12,000	\$60,000
2	Environmental Review	\$8,000	\$2,000	\$10,000
3	Engineering and Final Design	\$347,978.40	\$86,994.60	\$ 434,973
4	Construction	\$1,836,098.40	\$459,024.60	\$2,295,123
Total		\$2,240,076.80	\$560,019.20	\$2,800,096

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will document expenditures by task, and by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (Amount of FRA Grant)	\$2,240,076.80	80%
Non-Federal Contribution	\$560,019.20	20%
Total Project Cost	\$2,800,096	100%

ATTACHMENT 5

PERFORMANCE MEASUREMENTS

City of Tulare

Pedestrian & Vehicle Safety Enhancements to the Intersection of J-Street & Prosperity Ave

I. PERFORMANCE MEASUREMENTS

The table below contains the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee’s progress in achieving strategic goals and objectives. The Grantee will report on these performance measures per the frequency and duration specified in the table.

Upon Project completion, Grantee will submit reports comparing the Actual Project Performance of the new and or improved asset(s) against the Pre-Project (Baseline) Performance and Expected Post-Project Performance as described in Table 1 below. Grantee need not include any analysis in addition to the described data; however, Grantee is welcome to provide information explaining the reported data. Grantee will submit the performance measures report to the Regional Manager in accordance with Table 1 below.

Table 1: Performance Measurement Table

Performance Measure	Description of Measure	Measurement	Reporting
<i>ADA Compliant Pedestrian Facilities</i>	<i>Improvements to an existing non-ADA compliant pedestrian railroad crossing to make the pedestrian railroad crossing fully ADA compliant.</i>	Pre-Project (Baseline) Performance as of January 1, 2021 <i>No, the railroad crossing does not currently include ADA compliance pedestrian facilities.</i>	Actual Project Performance After Project Completion: Comparison of actual performance of asset(s) versus the baseline and expected post-project performance.
			Frequency: One-Time
		Expected Post-Project Performance: <i>Yes, the railroad crossing does include ADA compliant pedestrian facilities.</i>	Duration: One-Time, as reported in the Final Performance Report

CITY OF TULARE
SUMMARY TREASURER'S REPORT
SUMMARY OF ALL INVESTMENTS
JANUARY 31, 2021

A GENDA ITEM

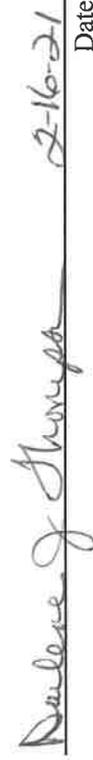
TYPE OF INVESTMENT	BOOK VALUE	MARKET VALUE	CURRENT YIELD	BOOK VALUE % OF TOTAL
UNRESTRICTED INVESTMENTS - SEE PAGE 2	153,396,095	153,351,036	0.601%	89.38%
RESTRICTED INVESTMENTS - SEE PAGE 3	18,217,519	18,217,519	N/A	10.62%
TOTAL INVESTMENTS	171,613,614	171,568,555	N/A	100.00%

Note: The City's financial statements will report market values, not book values, at June 30 each year.

I certify that this report reflects all City investments and complies with the investment policy of the City of Tulare as approved by City Council. Furthermore, I certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted expenditures for the next six months.

Presented to the City Council on February 16, 2021. Presented to the Board of Public Utility Commissioners on February 16, 2021.

Respectfully submitted, Darlene J. Thompson, CPA, Finance Director/Treasurer

 _____
Date

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF UNRESTRICTED INVESTMENTS
JANUARY 31, 2021

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):		ESTIMATED EARNINGS:		BOOK VALUE % OF U/I-
		ACQUISITION MATURITY	STATED CURRENT YIELD	THIS MONTH	LAST MONTH			ANNUAL	THIS MONTH			
Petty Cash	N/A	N/A	N/A	N/A	None	N/A	12,800	N/A	N/A	N/A	N/A	0.01%
Checking Account - City	Wells Fargo Bank	N/A	N/A	N/A	None	N/A	2,015,099	N/A	N/A	N/A	N/A	1.31%
		On Demand					2,015,099	N/A	N/A	N/A	N/A	
							Balance per bank is \$3,848,566					
Local Agency Investment Fund (L-AIF)	State of California	Various	N/A	N/A	0.458%	N/A	43,500,000	98,802	98,802	199,230	199,230	28.36%
		On Demand					* 43,598,802	103,345	103,345	16,603	16,603	
Sub-Total			N/A	N/A	0.437%	N/A	45,527,899	98,802	98,802	199,230	199,230	29.68%
							45,626,701	103,345	103,345	16,603	16,603	
Fixed Income Investments	Various (See page 4-7)		N/A	N/A		N/A	Per BNY WTC					
Investments in Safekeeping With BNY Western Trust Company			0.710%			N/A	107,868,196	(143,861)	(143,861)	722,146	722,146	70.32%
							107,724,335	41,365	41,365	60,179	60,179	
TOTAL UNRESTRICTED INVESTMENTS			N/A	N/A	0.601%	N/A	153,396,095	(45,059)	(45,059)	921,376	921,376	100.00%
							153,351,036	144,710	144,710	76,781	76,781	

* LAIF market values are based on the most currently available amortized cost information - December, 2020: 1.002271318 ~ U/I = Unrestricted Investments

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
SUMMARY OF RESTRICTED INVESTMENTS
JANUARY 31, 2021

TYPE OF INVESTMENT	ISSUER OF INVESTMENT	ACQUISITION DATE	MATURITY DATE	STATED INTEREST RATE	PAR VALUE	BOOK VALUE	MARKET VALUE	BALANCES	
								AS-OF DATE	DATE
Bond Funds (All are Managed by U.S. Bank Trust Except LAIF):									
2018 Lease Revenue and Refunding Bonds (Account No. 244938000)	U.S. Bank Trust	Various	On Demand	Various Reserve Fund	N/A	1,701,581	1,701,581	01-31-21	
2013 Sewer Revenue Refunding Bonds (Account No. 203701000)	U.S. Bank Trust	Various	On Demand	Various	N/A	5	5	01-31-21	
2015 Sewer Revenue Refunding Bonds (Account No. 2615940000)	U.S. Bank Trust	Various	On Demand	Various	N/A	1,954	1,954	01-31-21	
First American Govt Fd				N/A	N/A	65,350	65,350	01-31-21	
Cash				Reserve Fund		5,032,685	5,032,685	01-31-21	
Investment Repurchase GIC	Bayerische Landesbank	11-15-15	11-15-25	1.960% Reserve Fund	N/A	5,099,989	5,099,989	01-31-21	
2016 Sewer Revenue Refunding Bonds (Account No. 231687000)	U.S. Bank Trust	Various	On Demand	Various	N/A	11	11	01-31-21	
U S Bk Mmkt						11	11		
2020 Sewer Revenue Refunding Bonds (Account No. 230396000)	U.S. Bank Trust	Various	On Demand	Various	N/A	16,222	16,222	01-31-21	
U S Bk Mmkt						16,222	16,222		
2020 Water Revenue Bonds (Account No. 250953000)	U.S. Bank Trust	Various	On Demand	Various	N/A	10,988,624	10,988,624	01-31-21	
U S Bk Mmkt						10,988,624	10,988,624		
2017 Successor Agency Tax Allocation Bonds - Series A & B (Account No. 24534600)	U.S. Bank Trust	Various	On Demand	Various	N/A	366,562	366,562	01-31-21	
U S Bk Mmkt						366,562	366,562		
TOTAL BOND FUNDS						18,172,994	18,172,994		
Restricted Insurance Deposits Managed by Fiscal Agents:									
Workers' Comp. Fund	Various	N/A	N/A	Various	N/A	0	0	06-30-19	*
General Insurance Fund	Various	N/A	N/A	Various	N/A	44,525	44,525	06-30-19	*
				* Adjusted annually		44,525	44,525		
TOTAL RESTRICTED INVESTMENTS				10.62%		18,217,519	18,217,519		
									Book Value % of Total Investments =

* NOTE: Reported as information is made available.

**CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS
JANUARY 31, 2021**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES: ACQUISITION MATURITY	INTEREST RATES: STATED CURRENT YIELD	PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED		ESTIMATED
						GAIN/(LOSS): THIS MONTH LAST MONTH	EARNINGS: ANNUAL THIS MONTH	
<u>U.S. GOVERNMENT AGENCY OBLIGATIONS</u>								
Federal Farm Credit Bks Funding Corp	3133ELN75	06-23-20 12-23-21 C	0.230% 0.230%	2,000,000	2,000,000 2,000,020	20 (260)	4,600 383	
Federal National Mortgage Assn	3136G4XE8	06-22-20 12-22-23 C	0.520% 0.520%	5,000,000	5,000,000 5,001,150	1,150 1,400	26,000 2,167	
Federal Farm Credit Bks Funding Corp	3133ELJ47	06-17-20 06-17-24 C	0.580% 0.580%	2,000,000	2,000,000 2,008,760	8,760 9,500	11,600 967	
Federal Farm Credit Bks Funding Corp	3133ELL85	06-17-20 06-17-24 C	0.680% 0.680%	2,000,000	2,000,000 2,003,640	3,640 120	13,600 1,133	
Federal Home Loan Banks	3130AJ4Q9	02-12-20 02-12-25 C	1.800% 1.800%	2,000,000	2,000,000 2,000,660	660 2,300	36,000 3,000	
Federal National Mortgage Assn	3136G4T52	08-25-20 02-25-25 C	0.520% 0.520%	2,000,000	2,000,000 1,996,700	(3,300) 980	10,400 867	
Federal Farm Credit Bks Funding Corp	3133ELQE7	03-03-20 03-03-25 C	1.640% 1.640%	2,500,000	2,500,000 2,502,825	2,825 5,375	41,000 3,417	
Federal Home Loan Banks	3130AJF79	03-25-20 03-25-25 C	1.200% 1.200%	1,500,000	1,500,000 1,501,125	1,125 1,920	18,000 1,500	
Federal Farm Credit Bks Funding Corp	3133ELUK8	03-25-20 03-25-25 C	1.200% 1.200%	2,000,000	2,000,000 2,001,540	1,540 2,600	24,000 2,000	
Federal National Mortgage Assn	3136G4U50	08-27-20 05-27-25 C	0.600% 0.600%	2,000,000	2,000,000 2,001,800	1,800 560	12,000 1,000	
Federal Home Loan Mtg Corp	3134GVVX3	06-03-20 05-28-25 C	0.750% 0.750%	2,000,000	2,000,000 2,000,340	340 1,020	15,000 1,250	
Federal Home Loan Mtg Corp	3134GVB56	06-10-20 06-10-25 C	0.700% 0.700%	2,000,000	2,000,000 2,000,140	140 820	14,000 1,167	
Federal Home Loan Mtg Corp	3134GVL30	06-11-20 06-11-25 C	0.750% 0.750%	2,000,000	2,000,000 1,997,860	(2,140) 420	15,000 1,250	

Per BNY WTC

NY

- CONTINUED ON PAGE 5 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
JANUARY 31, 2021

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION	MATURITY	STATED	CURRENT YIELD				
		THIS MONTH	LAST MONTH	THIS MONTH	ANNUAL				
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
Federal Home Loan Mtg Corp	3134GVM96	06-17-20	06-17-25	0.810%	0.810%	2,000,000	2,000,000	660	16,200
Federal National Mortgage Assn	3136G4WK5	06-17-20	06-17-25	0.770%	0.770%	2,000,000	2,000,000	(600)	15,400
Federal Home Loan Banks	3130AJRE1	06-24-20	06-24-25	0.750%	0.750%	868,056	868,056	(1,459)	6,510
Federal National Mortgage Assn	3136G4WM1	06-24-20	06-24-25	0.800%	0.800%	2,500,000	2,500,000	4,750	20,000
Federal Home Loan Mtg Corp	3134GVT65	06-30-20	06-30-25	0.800%	0.800%	2,000,000	2,000,000	100	16,000
Federal Home Loan Banks	3130AJST7	07-08-20	07-08-25	0.730%	0.730%	1,500,000	1,500,000	(7,395)	10,950
Federal Home Loan Mtg Corp	3136G4YU1	07-15-20	07-15-25	0.730%	0.730%	2,000,000	2,000,000	(4,780)	14,600
Federal Home Loan Mtg Corp	3136G4YV9	07-23-20	07-23-25	0.700%	0.700%	1,500,000	1,500,000	705	10,500
Federal National Mortgage Assn	3136G4E2E	08-26-20	08-26-25	0.500%	0.500%	2,000,000	2,000,000	(9,900)	10,000
Federal Home Loan Mtg Corp	3134GWUE4	09-30-20	09-30-25	0.500%	0.500%	2,500,000	2,500,000	(14,275)	12,500
Federal Home Loan Mtg Corp	3134GWUV6	09-30-20	09-30-25	0.520%	0.520%	2,500,000	2,500,000	(10,325)	13,000
Federal Home Loan Mtg Corp	3134GWX43	10-02-20	10-02-25	0.550%	0.550%	3,000,000	3,000,000	(24,600)	16,500
Federal Home Loan Mtg Corp	3134GWXX9	10-15-20	10-15-25	0.550%	0.550%	3,000,000	3,000,000	(14,760)	1,375
Federal Home Loan Mtg Corp						3,003,960	3,003,960	3,960	16,500
						6,090	6,090	6,090	1,375

- CONTINUED ON PAGE 6 -

**CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
JANUARY 31, 2021**

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES:		INTEREST RATES:		PAR VALUE	BOOK VALUE	UNREALIZED GAIN/(LOSS):	ESTIMATED EARNINGS:
		ACQUISITION		STATED					
		MATURITY	CURRENT YIELD	THIS MONTH	THIS MONTH				
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED									
Federal Home Loan Mtg Corp	3134GWY34	10-15-20	0.530%	3,000,000	3,000,000	(58,630)	15,900	431	
Federal Home Loan Mtg Corp	3135G06A6	10-20-20	0.580%	3,000,000	3,000,000	1,560	17,400	438	
Federal Farm Credit Bks Funding Corp	3133EMDZZ	10-21-20	0.520%	2,500,000	2,500,000	(6,850)	13,000	436	
Federal Farm Credit Bks Funding Corp	3133EMEC2	10-22-20	0.530%	2,500,000	2,500,000	(5,675)	13,250	437	
Federal Home Loan Mtg Corp	3134GW3X2	10-27-20	0.625%	3,000,000	3,000,000	(18,030)	18,750	434	
Federal Home Loan Mtg Corp	3134GW3Z7	10-28-20	0.600%	2,000,000	2,000,000	3,520	12,000	435	
Federal Home Loan Mtg Corp	3134GWZL3	10-29-20	0.570%	3,000,000	3,000,000	(12,060)	17,100	433	
Federal Home Loan Mtg Corp	3134GW6S0	11-10-20	0.610%	3,000,000	3,000,000	5,760	18,300	439	
Federal Home Loan Mtg Corp	3134GXAP9	11-12-20	0.600%	2,000,000	2,000,000	3,980	12,000	440	
Federal Home Loan Mtg Corp	3134GXCS1	11-25-20	0.625%	3,000,000	3,000,000	6,000	18,750	441	
Federal Home Loan Mtg Corp	3136GXFA7	11-26-25	0.650%	2,004,760	2,004,760	6,440	1,083	443	
Federal Home Loan Mtg Corp	3134GXDM3	12-01-20	0.620%	1,500,000	1,500,000	3,255	9,300	442	
Federal Farm Credit Bks Funding Corp	3133EMKT8	12-17-20	0.540%	2,500,000	2,500,000	(1,925)	13,500	446	

- CONTINUED ON PAGE 7 -

CITY OF TULARE
SUMMARY TREASURER'S REPORT, CONTINUED
FIXED INCOME INVESTMENTS, CONTINUED
JANUARY 31, 2021

TYPE OF FIXED INCOME INVESTMENT	CUSIP NUMBER	DATES: ACQUISITION MATURITY	INTEREST RATES:		PAR VALUE	BOOK VALUE MARKET VALUE	UNREALIZED		ESTIMATED	
			STATED	CURRENT YIELD			GAIN/(LOSS):			ANNUAL
							THIS MONTH	LAST MONTH		
U.S. GOVERNMENT AGENCY OBLIGATIONS, CONTINUED										
						Per BNY WTC				
Federal Home Loan Mtg Corp	3134GXFV1	12-17-20 12-17-25	C	0.625% 0.620%	2,000,000	2,000,000 2,004,660	4,660 6,380	12,500 1,042		
Federal Home Loan Mtg Corp	3134GXHD9	12-23-20 12-23-25	C	0.700% 0.700%	3,000,000	3,000,000 2,993,760	(6,240) 180	21,000 1,750		
Federal Home Loan Mtg Corp	3134GXJX3	01-05-21 01-05-26	C	0.550% 0.550%	2,500,000	2,500,000 2,491,175	(8,825) 0	13,750 1,146		
Federal Home Loan Mtg Corp	3134GXJZ8	01-07-21 01-07-26	C	0.520% 0.520%	2,000,000	2,000,000 1,998,340	(1,660) 0	10,400 867		
Federal Home Loan Banks	3130AKQ74	01-22-21 01-22-26	C	0.625% 0.620%	2,500,000	2,500,000 2,500,600	600 0	15,625 1,302		
Federal Home Loan Mtg Corp	3134GXXJ2	01-22-21 01-22-26	C	0.550% 0.550%	2,500,000	2,500,000 2,490,225	(9,775) 0	13,750 1,146		
Federal Home Loan Banks	3130AKPC4	01-28-21 01-28-26	C	0.600% 0.600%	2,000,000	2,000,000 2,000,080	80 0	12,000 1,000		
Federal National Mortgage Asso.	3135G06R9	01-28-21 01-28-26	C	0.550% 0.550%	2,000,000	2,000,000 1,998,240	(1,760) 0	11,000 917		
Government National Mortgage Association II Pool	36202AHH3	01-24-94 09-20-22		8.500% 8.400%	N/A	140 133	(7) (8)	11 1		
TOTAL FIXED INCOME INVESTMENTS				N/A	N/A	107,868,196	(143,861)	722,146		
All are in safekeeping with BNY Western Trust Company							107,724,335	41,365	60,179	

**CITY OF TULARE
TREASURER'S EXECUTIVE SUMMARY
JANUARY 31, 2021**

**BOOK VALUE
MARKET VALUE**

CHANGES IN BALANCES AND YIELDS:

CATEGORY	BOOK VALUE		MARKET VALUE		AVERAGE STATED YIELD		
	JANUARY	DECEMBER	CHANGE	DIFFERENCE	JANUARY	DECEMBER	CHANGE
Total Investments	171,613,614	167,922,412	3,691,202		N/A	N/A	N/A
	<u>171,568,555</u>	<u>168,066,682</u>	<u>3,501,873</u>				
	(45,059)	144,270	(189,329)				
Unrestricted Investments	153,396,095	147,955,143	5,440,952		0.601%	0.654%	-0.053%
	<u>153,351,036</u>	<u>148,099,413</u>	<u>5,251,623</u>				
	(45,059)	144,270	(189,329)				
Restricted Investments	18,217,519	19,967,269	(1,749,750)		N/A	N/A	N/A
	<u>18,217,519</u>	<u>19,967,269</u>	<u>(1,749,750)</u>				
	0	0	0				
Local Agency Investment Fund (LAIF)	43,500,000	45,500,000	(2,000,000)		0.458%	0.540%	-0.082%
	<u>43,598,802</u>	<u>45,603,345</u>	<u>(2,004,543)</u>				
	98,802	103,345	(4,543)				
Fixed Income Investments (Total)	107,868,196	101,366,032	6,502,164		0.710%	0.710%	0.000%
	<u>107,724,335</u>	<u>101,406,957</u>	<u>6,317,378</u>				
	(143,861)	40,925	(184,786)				
Commerical Paper	0	0	0		0.000%	0.000%	0.000%
	<u>0</u>	<u>0</u>	<u>0</u>				
	0	0	0				

TRANSACTIONS (BOOK VALUE): *

CATEGORY	SALES / CALLS	PURCHASES
Fixed Income Investments		
Federal Home Ln Mortgage Corp, .55%	Government National Mortgage Assn. Pool	2,500,000
Federal Home Ln Mortgage Corp, .52%	Federal Farm Credit Banks, 2.25%	2,000,000
Federal Home Loan Banks, .625%	Federal Home Loan Banks, .86%	2,500,000
Federal Home Ln Mortgage Corp, .55%	Federal Home Loan Mtg Corp, .75%	2,500,000
Federal Home Loan Banks, .60%	Federal Home Loan Mtg Corp, .77%	2,000,000
Federal National Mortgage Assn., .55%		2,000,000
		<u>13,500,000</u>
		<u>6,997,836</u>

CITY OF TULARE
INVESTMENTS BALANCE AND YIELD HISTORY FOR EIGHT MONTHS
JANUARY 31, 2021

BOOK VALUE
MARKET VALUE
DIFFERENCE

BALANCES:

CATEGORY	NOVEMBER 2020	OCTOBER 2020	SEPTEMBER 2020	AUGUST 2020	JULY 2020	JUNE 2020	MAY 2020	APRIL 2020
Total Investments	167,593,887	175,170,482	173,561,835	171,588,544	168,870,809	170,861,038	165,843,005	166,642,140
	<i>167,673,990</i>	<i>175,155,228</i>	<i>173,796,749</i>	<i>171,894,240</i>	<i>169,160,766</i>	<i>171,296,394</i>	<i>166,437,308</i>	<i>167,185,686</i>
	80,103	(15,254)	234,914	305,696	289,957	435,356	594,303	543,546
Unrestricted Investments	142,719,293	149,499,824	145,601,864	144,239,947	140,187,267	143,578,103	137,990,790	138,181,071
	<i>142,799,396</i>	<i>149,484,570</i>	<i>145,836,778</i>	<i>144,545,643</i>	<i>140,477,224</i>	<i>144,013,459</i>	<i>138,585,093</i>	<i>138,724,617</i>
	80,103	(15,254)	234,914	305,696	289,957	435,356	594,303	543,546
Restricted Investments	24,874,594	25,670,658	27,959,971	27,348,597	28,683,542	27,282,935	27,852,215	28,461,069
	<i>24,874,594</i>	<i>25,670,658</i>	<i>27,959,971</i>	<i>27,348,597</i>	<i>28,683,542</i>	<i>27,282,935</i>	<i>27,852,215</i>	<i>28,461,069</i>
	0	0	0	0	0	0	0	0
Local Agency Investment Fund (LAIF)	29,000,000	43,000,000	53,000,000	48,500,000	34,500,000	44,000,000	63,000,000	51,800,000
	<i>29,119,321</i>	<i>43,176,925</i>	<i>53,260,378</i>	<i>48,738,271</i>	<i>34,669,491</i>	<i>44,329,165</i>	<i>63,471,304</i>	<i>52,187,517</i>
	119,321	176,925	260,378	238,271	169,491	329,165	471,304	387,517
Fixed Income Investments (Total)	111,497,986	103,497,997	85,895,757	94,395,808	103,895,822	97,395,835	64,898,098	77,398,111
	<i>111,458,768</i>	<i>103,305,818</i>	<i>85,870,293</i>	<i>94,463,233</i>	<i>104,016,288</i>	<i>97,502,026</i>	<i>65,021,097</i>	<i>77,554,140</i>
	(39,218)	(192,179)	(25,464)	67,425	120,466	106,191	122,999	156,029
Commerical Paper	0	0	0	0	0	0	7,761,100	7,761,100
	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>7,761,100</i>	<i>7,761,100</i>
	0	0	0	0	0	0	0	0

AVERAGE STATED YIELDS:

Unrestricted Investments	0.690%	0.695%	0.729%	0.811%	0.946%	1.162%	1.672%	1.858%
Restricted Investments	N/A							
Local Agency Investment Fund (LAIF)	0.576%	0.620%	0.685%	0.784%	0.920%	1.217%	1.365%	1.648%
Fixed Income Investments (Total)	0.730%	0.750%	0.820%	0.840%	0.970%	1.020%	1.530%	1.620%
Commerical Paper							6.000%	6.000%

**CITY OF TULARE, CALIFORNIA
COUNCIL AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: Engineering Services / Project Management

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolution Staff Report Other None

AGENDA ITEM:

Update the City Council on the status of the Pleasant Avenue Improvement Project (EN0084) and the need to form an underground utility district. No action required.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

Currently, Provost & Pritchard Consulting Group is under contract with the City to develop construction ready plans for the rehabilitation of Pleasant Avenue between Enterprise Street and "H" Street. Provost & Pritchard is nearing completion of construction-ready plans, and tentative dates have been identified for bid advertising the project (3/9/2021) and bid opening (4/8/2021).

Early in the design process, staff identified the need for future traffic control improvements at the intersection of Pleasant Avenue and West Street, which is currently an all-way stop. On June 4, 2019, staff presented two improvement options for Council's consideration. The first option was for the intersection to be designed to accommodate a future traffic signal. The second was to plan for the future construction of a roundabout at the intersection. Based upon the significantly lower construction cost and right-of-way impacts of a traffic signal, Council selected that option and directed staff to incorporate improvements that would facilitate future signalization into the design of Project EN0084. These improvements included eliminating the offset in the alignment of Pleasant Avenue at its intersection with West Street, placement of underground conduit for future traffic signal conductors, and the acquisition of sufficient right-of-way to allow for the placement of certain traffic signal equipment at its ultimate location. Staff has been actively working with all affected property owners towards the acquisition of the needed right of way.

As part of the design process, Provost & Pritchard and City staff met with utility company representatives to discuss project impacts to existing utility infrastructure, and to identify any utility relocations that would be necessary. The relocation of overhead utility lines along West Street will be required at Pleasant Avenue. Of greatest concern is the utility pole located at the northwest corner of the intersection, and conflicts that would exist at that corner between the overhead lines and the future traffic signal mast arms and luminaires. Following a field meeting and review of relocation options, undergrounding the overhead utilities was determined to be the best approach. Staff proposes the use of SCE Rule 20A tariffs to fund the cost of undergrounding, which would result in no out of pocket costs to the City. Rule 20A is intended for circumstances such as this, where undergrounding of utilities is necessary for

infrastructure projects and there is no private developer responsible for paying the cost of undergrounding. The other overhead utility companies (AT&T and Comcast) have similar programs to underground their facilities without a direct charge to the City.

Notices have been sent to residents in the area of the underground utility district, and a public hearing has been scheduled for March 16th for Council to formally consider its creation.

STAFF RECOMMENDATION

Update the City Council on the status of the Pleasant Avenue Improvement Project (EN0084) and the need to form an underground utility district. No action required.

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No
(If yes, please submit required budget appropriation request)

Submitted by: Michael Miller

Title: City Engineer

Date: February 18, 2021

City Manager Approval: _____

AGENDA ITEM:

**CITY OF TULARE, CA
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: City Attorney

For Council Meeting of: March 2, 2021

Documents Attached: Ordinance Resolutions Staff Report Other None

AGENDA ITEM:

Discussion regarding termination of the line of credit with the Tulare Local Healthcare District prior to its expiration date of February 19, 2022 and provide direction to staff.

IS PUBLIC HEARING REQUIRED: Yes No

BACKGROUND/EXPLANATION:

On February 19, 2019, the City and the Tulare Local Healthcare District (“District”) entered into a Debtor-In-Possession Credit Agreement (“Agreement”). The City agreed to extend a revolving credit to the District in an amount not to exceed nine million dollars (\$9,000,000), subject to the conditions set forth in the Agreement. Pursuant to the Agreement, no funds can be lent following 36 months after the effective date. Therefore, the District can borrow funds up until February 19, 2022.

Since entering into the Agreement, the District borrowed a total of \$8,100,000.00. To date, the entire amount extended to the District has been paid in full.

In order to terminate the Agreement prior to February 19, 2022, both the City and the District have to agree to the termination and execute an agreement to that effect. There is no clause in the Agreement that would allow for termination of the Agreement without the District being in breach. To date, the District has not been in breach at any time.

STAFF RECOMMENDATION:

Following discussion provide direction to staff regarding requesting the Tulare Local Healthcare District to agree to early termination of the Debtor-In-Possession Credit Agreement.

CITY ATTORNEY REVIEW/COMMENTS: Yes N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: Yes No N/A

FUNDING SOURCE/ACCOUNT NUMBER:

Submitted by: Mario Zamora

Title: City Attorney

Date: 2/23/2021

City Manager Approval: _____