



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

JESUS MENDOZA
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
September 28, 2021
6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM – 5 PM.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8 a.m. y las 5 p.m. De lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

Due to COVID-19, public in-person participation at this meeting is not permitted at this time. To participate in this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640

<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMvQlA1dz09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

City Council Agenda

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September 28, 2021

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of September 14, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. SEPTEMBER 9, 2021 THROUGH SEPTEMBER 21, 2021
WARRANT LIST CHECK NOS. 50785 THROUGH 50864
TOTAL FOR COUNCIL APPROVAL = \$845,329.31
2. Proposed adoption of **Resolution No. 21-72**, authorizing the City Manager to approve and execute the proposal and consultant services agreement received from Provost & Pritchard Consulting Group for the development of a GIS online mapping system.
3. Proposed adoption of **Resolution No. 21-73**, authorizing the City Manager to nominate the Mendota Community Corporation for the Small Town America Civic Volunteer Award Program.
4. Proposed adoption of **Resolution No. 21-74**, approving the application for Outdoor Equity Grants Program grant funds.
5. Proposed adoption of **Resolution No. 21-75**, adopting the City of Mendota's revised Injury and Illness Prevention Program.
6. Proposed adoption of **Resolution No. 21-76**, approving a Health Reimbursement Arrangement Plan between the City of Mendota and Navia Benefit Solutions, Inc., and authorizing the City Manager to execute the agreement.

BUSINESS

1. Council discussion on the City's American Rescue Plan Act of 2021 funding.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*

2. Council discussion and consideration of **Resolution No. 21-77**, authorizing the execution of a licensing agreement with GovInvest Software for Transparent Solutions for Pension, Labor Costing, and Financial Modeling.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Resolution No. 21-77 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Report
2. City Attorney
 - a) Update
3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of September 28, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, September 24, 2021 at 4:45 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

September 14, 2021

Meeting called to order by Mayor Castro at 6:05 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales (via Zoom)

Council Members Absent: None

Flag salute led by Mayor Castro

Invocation led by Police Chaplain Arturo Montejano

FINALIZE THE AGENDA

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A request was made to move the Public Hearing section to occur after the Citizens' Oral and Written Presentation section.

A motion was made by Councilor Alonso to adopt the agenda as requested by staff, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Virginia Porras – commented on the naming of the original soccer field as Daniel “Gordo” Porras and requested that the City Council address the issue.

Discussion was held on Ms. Porras' comments.

Rosemary Ramirez - commented on the naming of the Daniel “Gordo” Porrás soccer field.

Discussion was held on Ms. Ramirez’s comments.

At 6:37 p.m. Mayor Pro Tem Mendoza left the Council Chambers and returned at 6:38 p.m.

Discussion was held on Ms. Ramirez’s comments.

At 6:40 p.m. Mayor Castro left the Council Chambers and returned within the same minute.

Discussion was held on Ms. Ramirez’s comments.

Leticia Saldana – commented on the naming of the Daniel “Gordo” Porrás soccer field.

Discussion was held on Ms. Saldana’s comments.

Israel “Eddie” Porrás – provided a summary of his involvement in the community and commented on the naming of the Daniel “Gordo” Porrás soccer field.

Discussion was held on Mr. Porrás’s comments.

Joseph Amador – commented on the history of Mendota and on the naming of the Daniel “Gordo” Porrás soccer field.

Discussion was held on Mr. Amador’s comments, and on the community being involved in City issues.

PUBLIC HEARING

1. Public hearing, consideration, and proposed adoption of **Resolution No. 21-68**, authorizing the placement of special assessments on the 2022-2023 tax roll for 2021 nuisance abatement costs.

Mayor Castro introduced the item and Chief of Police Smith provided the report.

At 7:10 p.m. Mayor Castro opened the hearing to the public.

Maria Castillo – commented on the item.

Discussion was held on the item.

Maria Castillo - inquired about community clean up opportunities and shared concerns she has regarding illegal dumping.

At 7:28 p.m. Mayor Castro closed the hearing the public and Councilor Alonso left the Council Chambers.

A motion was made by Mayor Pro Tem Mendoza to adopt Resolution No. 21-68, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Alonso).

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of August 24, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Alonso).

CONSENT CALENDAR

1. AUGUST 18, 2021 THROUGH SEPTEMBER 3, 2021
WARRANT LIST CHECK NOS. 050689 THROUGH 050784
TOTAL FOR COUNCIL APPROVAL = \$482,362.92
2. Proposed approval of **Proclamation No. 21-04**, proclaiming September 15, 2021 as the “Anniversary of the Mexican Independence in the Year of the 90th Anniversary of the Consulate of Mexico in Fresno” Day.
3. Proposed adoption of **Resolution No. 21-69**, updating the fee schedule for the use of the baseball and soccer fields at Rojas-Pierce Park.
4. Proposed adoption of **Resolution No. 21-70**, supporting and implementing timely use of funding in the matter of project delivery schedules for federal transportation project selection.
5. Proposed adoption of **Resolution No. 21-71**, awarding the construction contract for the 2021 Alley Paving Project to Avison Construction, Inc. in the amount of \$430,441.00 and retaining Provost & Pritchard Consulting Group for professional construction phase services.

A motion was made by Councilor Rosales to approve items 1 through 5 of the Consent Calendar, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Alonso).

BUSINESS

1. Council discussion and consideration on defining a vision and goals for the Local Road Safety Plan.

Mayor Castro introduced the item and City Engineer Osborn provided the report.

Discussion was held on the item.

At 7:41 p.m. Mayor Castro left the Council Chambers and returned at 7:42 p.m.

Discussion was held on the item.

At 7:46 p.m. Councilor Riofrio left the Council Chambers and returned at 7:47 p.m.

A motion was made by Councilor Rosales to provide direction to staff regarding the vision and goals for the Local Road Safety Plan, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Alonso).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update

Finance Director Banda provided an update on various grant projects; and the status of various grant applications.

Discussion was held on the various projects and grant applications.

2. City Engineer
 - a) Update

City Engineer Osborn provided his report including the status of various engineering projects, planning projects, grant applications, and development projects.

3. City Attorney
 - a) Update

City Attorney Kinsey provided an update on an abatement process.

Discussion was held on the abatement process.

4. City Manager

City Manager Gonzalez provided an update on the Hydrogen project; the Council Appreciation Breakfast; appointment of Public Utilities Director; and the charity softball game.

Discussion was held on the Mendota welcome signs and the status of the American Rescue Plan Act of 2021 funding.

At 8:19 p.m. Mayor Pro Tem Mendoza left the Council Chambers.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales thanked the staff for their work.

Councilor Riofrio commented on a recent homicide and the passing of longtime community member Cora Martinez.

At 8:21 p.m. Mayor Pro Tem Mendoza returned to the Council Chambers.

Mayor Pro Tem Mendoza inquired on the status of a facility use application submitted by Mendota Youth Recreation.

2. Mayor

Mayor Castro commented on the charity softball game; speeding issues on Kate Street; loose dog issues; congratulated Director of Administrative Services/Assistant City Manager Lekumberry; and inquired on the status of the projects of various cannabis companies.

Discussion was held on the comments made by Mayor Castro.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:32 p.m. by Councilor Rosales, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Alonso).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
9/9/2021-9/21/2021
CHECK# 50785-50864

Date	Check #	Check Amount	Vendor	Department	Description
9/9/2021	50785	\$ 65.76	DAVID MALDONADO	GENERAL	9/13/21-9/17/21 POLICE ACADEMY-TRAFFIC COLLISION COURSE TRAVEL EXPENSES
9/9/2021	50786	\$ 40.00	GERARDO VACA	GENERAL	9/13/21-9/17/21 POLICE ACADEMY-TRAFFIC COLLISION COURSE TRAVEL EXPENSES
9/10/2021	50787	\$ 10,000.00	ADMINISTRATIVE SOLUTIONS -FRESNO	GENERAL	MEDICAL CHECK RUN FOR 9/8/2021
9/10/2021	50788	\$ 225.00	JOSE ALONSO	GENERAL	PER DIEM FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE 9/22/2021-9/24/2021
9/10/2021	50789	\$ 365,203.33	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT PROJECT PAYMENT #10
9/10/2021	50790	\$ 1,788.25	BSK ASSOCIATES	WATER-SEWER	WEEKLY GRAB SAMPLE WWTP 8/3/21, 8/10/21, 8/17/21, 8/24/21, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 8/10/21
9/10/2021	50791	\$ 419.98	CROWN SERVICES COMPANY	GENERAL-SEWER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A (PD), TOILET W/SINK 1XWK 1300 2ND ST. WWTP 9/2/21
9/10/2021	50792	\$ 127.99	ECS HOUSE INDUSTRIES, INC.	SEWER	(1) RESERVOIR, STAR 60CC W. GREASE, BATTERY & SHIPPING
9/10/2021	50793	\$ 619.57	EPPLER TOWING & RECOVERY	STREET	REPLACED STARTED- INSTALLED NEW STARTER (STREET SWEEPER)
9/10/2021	50794	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS- AUGUST 2021
9/10/2021	50795	\$ 470.90	GOLDSTAR PRODUCTS, INC.	SEWER	(1) BIO BLOCK- 1/2 CASE (SEWER)
9/10/2021	50796	\$ 75.85	HAVEN'S FOR TOTAL SECURITY, INC	GENERAL	(2) ASSA ABLOY COMBINATION PADLOCKS (PARKS)
9/10/2021	50797	\$ 360.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT STATS FOR JULY 2021 & AUGUST 2021
9/10/2021	50798	\$ 200.00	JUVENTINO MORALES	GENERAL	PAYMENT MAILED TO DATA TICKET INSTEAD OF FRESNO SUPERIOR COURT-REFUNDED PAYMENT
9/10/2021	50799	\$ 1,405.70	MUNICIPAL CODE	GENERAL-WATER-SEWER	(68) SUPPLEMENTAL PAGES, (10) BLANK PAGES, (1) UPDATE
9/10/2021	50800	\$ 4,943.90	NORTHSTAR CHEMICAL	WATER	(750) GAL SODIUM HYPOCHLORITE- 12.5% 7/8/2021 (775 GAL) 8/10/21, (900 GAL) 8/24/21
9/10/2021	50801	\$ 127.30	OFFICE DEPOT	GENERAL-WATER-SEWER	NOTARY GOLD FOIL SEALS FOR AWARD AND CERTIFICATES, FOIL ENHANCED PREPRINTED CERTIFICATE REFILLS
9/10/2021	50802	\$ 5,631.48	PROVOST & PRITCHARD	GENERAL	645 LA COLONIA (BASS AVE SUBDIVISION) FEB 2021- JUNE 2021 (PASS-THRU)
9/10/2021	50803	\$ 3,922.76	QUINN COMPANY	WATER-SEWER	WELL #7 & WELL #9 GENERATOR MAINTENANCE/REPAIR 8/6/2021, WWTP GENERATOR MAINTENANCE/REPAIR (SEWER) 8/6/21
9/10/2021	50804	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3505 RENTAL FOR POLICE DEPARTMENT COPIER 9/1/21
9/10/2021	50805	\$ 129.62	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICES- (6) 4X6 MATS, BOWL CLIPS, MOP
9/14/2021	50806	\$ 104,546.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 8/30/2021-9/12/2021
9/15/2021	50807	\$ 75,681.00	CSJVRMA	GENERAL	2021/2022 2ND QUARTER DEPOSITS
9/15/2021	50808	\$ 407.00	JESUS MENDOZA	GENERAL	PER DIEM + MILEAGE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
9/17/2021	50809	\$ 1,007.50	ADMINISTRATIVE SOLUTIONS -FRESNO	GENERAL	MONTHLY MEDICAL ADMINISTRATION FEES- SEPTEMBER 2021
9/17/2021	50810	\$ 36.68	AIRGAS USA, LLC	WATER	RENT CYL IND SMALL CARBON DIOXIDE- AUGUST 2021
9/17/2021	50811	\$ 96.83	ALERT-0-LITE	GENERAL-WATER-SEWER	(5) ORANGE & LEMON-LIME PUNCH (2) FRUIT PUNCH GATORADE
9/17/2021	50812	\$ 66.00	ALTA LANGUAGE SERVICES, INC.	GENERAL	LISTENING & SPEAKING TEST (F. BARAJAS) (PD)
9/17/2021	50813	\$ 5,356.44	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR OCTOBER 2021
9/17/2021	50814	\$ 935.10	AMERICAN PAVING COMPANY	WATER	REIMBURSEMENT FOR HYDRANT METER RENTAL
9/17/2021	50815	\$ 379.48	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM SERVICES FOR 8/12/2021, 8/26/2021, 9/9/2021
9/17/2021	50816	\$ 25.56	AUTOZONE, INC.	GENERAL	GORILLA GLUE BRUSH NOZZLE FOR K9 (PD), (1) EIKO HALOGEN BULB FOR UNIT #84 (PD), (1) TURTLE WAX SUPER FOAM (PD)
9/17/2021	50817	\$ 2,158.18	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 8/17/21, WW WEEKLY GRAB SAMPLE 8/31/2021
9/17/2021	50818	\$ 770.56	CENTRAL VALLEY	GENERAL	2.6M/1000 NOTICE TO APPEAR (PD)
9/17/2021	50819	\$ 1,676.68	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONES & INTERNET 9/6/21-10/5/21

CITY OF MENDOTA
CASH DISBURSEMENTS
9/9/2021-9/21/2021
CHECK# 50785-50864

9/17/2021	50820	\$ 493.49	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT SEPTEMBER 2021
9/17/2021	50821	\$ 163.91	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICES FOR 8/1/2021-8/31/2021
9/17/2021	50822	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATIONS PROCESSING JULY 2021 (PD)
9/17/2021	50823	\$ 465.00	DEPARTMENT OF JUSTICE	GENERAL	(10) BLOOD ALCOHOL ANALYSIS JULY 2021, (3) FINGERPRINT APPS, (1) PEACE OFFICER AUGUST 2021
9/17/2021	50824	\$ 12,862.50	FIREBAUGH POLICE	GENERAL-WATER	POLICE DEPARTMENT DISPATCH SERVICES AUGUST 2021
9/17/2021	50825	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR- AUGUST 2021
9/17/2021	50826	\$ 2,002.50	ICAD INC.	WATER	MAINTENANCE/REPAIR (10.5)HRS SERVICE WORK & 80 MIL TRAVEL TIME (WTP)
9/17/2021	50827	\$ 171.00	KERWEST NEWSPAPER	GENERAL	(5.5) SUMMARY OF ORDINANCES NO. 21-15
9/17/2021	50828	\$ 65.10	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2018 FORD POLICE INTERCEPTOR #M89 OIL CHANGE & ROTATION (PD)
9/17/2021	50829	\$ 194.07	METRO UNIFORM	GENERAL	TRANSPORT PACK, BELT, NAMETAPE (G. GALAVIZ)(PD)
9/17/2021	50830	\$ 58,318.97	MID VALLEY DISPOSAL, INC	REFUSE	ROLL OFF BIN EXCHANGE 40Y QTY: 2.31, 1.68, 2.72, 1.99, 1.19, 4.19 CLEAN-UP AUGUST 2021, SANITATION CONTRACT SER. AGU.2021
9/17/2021	50831	\$ 900.00	MUNICIPAL CODE	GENERAL-WATER-SEWER	ANNUAL ONLINE CODE HOSTING 9/1/2021-8/31/2022
9/17/2021	50832	\$ 194.99	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES-(1) HP INK, (2) 30% PAPER
9/17/2021	50833	\$ 1,255.72	PG&E	GENERAL-WATER-STREETS	WATER DEPARTMENT UTILITIES FOR 8/10/2021-9/8/2021, CITYWIDE UTILITIES FOR 8/10/2021-9/8/2021
9/17/2021	50834	\$ 31,416.11	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	MOWRY BRIDGE FINAL DES & CON 7/1/2021-7/31/2021, METER READING PROJECT 7/1/2021-7/31/2021
9/17/2021	50835	\$ 373.25	RED TRIANGLE OIL COMPANY	STREETS	(8) 5 GAL PAIL (STREETS)
9/17/2021	50836	\$ 734.58	RED WING BUSINESS ADVANTAGE	GENERAL-WATER-SEWER	(1) BOOT REPLACEMENT PER MOU (4)
9/17/2021	50837	\$ 163.10	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER	(5) CASCADES BATH TISSUE 2 PLY 4X3 50OCT
9/17/2021	50838	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 8/21/2021-9/20/2021 (PD)
9/17/2021	50839	\$ 220.61	SIGNMAX	WATER-STREETS	(2) 18X18 BLK/WHI ST. SIGNS- NO PAKING STREET SWEEPER, (1) MATTE BLK CUT LETTERS HISTORIC MOWRY BRIDGE
9/17/2021	50840	\$ 120.00	TOP DOG TRAINING CENTER, LLC	DONATIONS	K-9 MAINTENANCE TRAINING 8/30/2021 (PD)
9/17/2021	50841	\$ 1,028.15	TRIANGLE ROCK PRODUCTS,LLC	STREETS	HYBRID HMA AGG & ASPHALT QTY:15.82 2 SPEED HUMPS
9/17/2021	50842	\$ 1,093.74	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELLPHONE SERV-8/7/2021-9/6/2021
9/17/2021	50843	\$ 150.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE HOSTING AND MAINTENANCE 9/16/2021
9/17/2021	50844	\$ 553.49	ZEE MEDICAL SERVICE	GENERAL-WATER-SEWER	FIRST AID KIT SUPPLIES FOR PUBLIC WORKS, PD, WTP & CITY HALL 9/10/21
9/21/2021	50845	\$ 8,000.00	ADMINISTRATIVE SOLUTIONS -FRESNO	GENERAL	MEDICAL CHECK RUN 9/14/2021
9/21/2021	50846	\$ 218.28	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 10/1/21-12/31/21 ROJAS-PARK CONCESSION STAND
9/21/2021	50847	\$ 25,967.91	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR OCTOBER 2021
9/21/2021	50848	\$ 121.97	ARAMARK	GENERAL	WMN KINGSMAN JACKET & CUSTOM EMBROIDERY
9/21/2021	50849	\$ 1,103.85	AT&T	GENERAL-WATER-SEWER	CITY WIDE TELEPHONE SERVICES 6/25/21-7/24/21 & 7/25/21-8/24/21
9/21/2021	50850	\$ 6,233.33	BSK ASSOCIATES	WATER	MENDOTA BRIDGE CONCRETE TESTING AUGUST 2021 COMPACTION TEST
9/21/2021	50851	\$ 948.65	CAL-VALLEY CONSTRUCTION INC.	WATER	REIMBURSEMENT FOR HYDRANT METER RENTAL
9/21/2021	50852	\$ 359.72	DATAMATIC, INC.	WATER	MONTHLY SERVICE LICENSE & SERVICE MAINTENANCE OCTOBER 2021
9/21/2021	50853	\$ 97.17	HR DIRECT	GENERAL-WATER-SEWER	(1) ENGLISH CA. MISC STATE/FED/LOCAL POSTER LAWS
9/21/2021	50854	\$ 16,998.49	PG&E	WATER-STREETS	WATER DEPARTMENT UTILITIES FOR 8/13/21-9/13/21
9/21/2021	50855	\$ 145.25	PITNEY BOWES INC.	GENERAL-WATER-SEWER	POSTAGE METER RENTAL 7/1/2021-9/30/2021

CITY OF MENDOTA
 CASH DISBURSEMENTS
 9/9/2021-9/21/2021
 CHECK# 50785-50864

9/21/2021	50856	\$ 7,452.80	PLATT ELETRIC SUPPLY	STREETS	(1) LITHINIA LOT RELEASE (STREET LIGHTS), THHN-12 BLK. WHI, GRN, LIGHT POLE AT ROUNDABOUT (2) LIGHT POLES
9/21/2021	50857	\$ 5,290.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	CITY AUDITED FINANCIAL STATEMENT 6/30/2021
9/21/2021	50858	\$ 22,960.28	PROVOST & PRITCHARD	GENERAL	20-23 VALLEY AG HOLDINGS (PASS-THRU) FEBRUARY 2021-MAY 2021, 20-25 GONZALEZ SITE. PLAN REVIEW 8/31/2021
9/21/2021	50859	\$ 3,162.97	PURCHASE POWER	GENEREAL-WATER-SEWER	POSTAGE METER REFILL 8/20/21, 9/3/21, 9/5/21
9/21/2021	50860	\$ 705.73	ERNEST PACKING SOLUTIONS	GENEREAL-WATER-SEWER	JANITORIAL SUPPLIES (10) CAN LINER 36X56 MIL, (20) CASCADE BATH TISSUE
9/21/2021	50861	\$ 687.50	THE BUSINESS JOURNAL	GENERAL-WATER-SEWER	LEGAL ADVERTISING PROPOSALS FOR CITY HALL. & POLICE DEPARTMENT STATION
9/21/2021	50862	\$ 1,854.05	TRICOUNTY EXCAVATION, INC	WATER	REIMBURSEMENT FOR HYDRANT METER RENTAL (2)
9/21/2021	50863	\$ 34,860.20	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL	LEGAL SERVICES RE: CANNA HUB DEV.(PASS-THRU)JAN. 2021- JULY 2021 & NOV-DEC. 2020, 578 LOLITA ST. ABATEMENT8/15/21
9/21/2021	50864	\$ 5,248.00	AVIATION MARINE INSURANCE SERVICES INC.	AIRPORT	2021 AIRPORT LIABILITY INSURANCE POLICY 7/11/2021-7/11/2022

\$ 845,329.31

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: DEVELOPMENT OF GIS ONLINE MAPPING SYSTEM
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-72, approving the proposal and Consultant Services Agreement received from Provost & Pritchard Consulting Group for the development of a GIS online mapping system and authorizing the City Manager to execute the documents?

BACKGROUND

Fresno Council of Governments (“FCOG”) has received funds from the 2019-20 Budget Act to provide one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation. In January 2021 FCOG issued their Housing Planning Grants Program Final Guidelines and Application to local governments in Fresno County to compete for a pot of \$900,000. In accordance with Resolution 21-28, on April 16, 2021 (the application deadline) City staff, working with the City Engineer and City Planner, submitted the application to FCOG requesting \$10,000 to develop a geographic information system (“GIS”) online mapping system.

The FCOG Policy Board awarded the City the requested funds and the Grant Funding Agreement between the City and FCOG was executed on August 27, 2021.

On April 22, 2021, the City received the attached proposal and Consultant Services Agreement to provide the necessary services to develop the GIS online mapping system.

ANALYSIS

The development of an online GIS mapping system will allow staff the ability to easily identify important planning information such as existing infrastructure, street addresses, zoning and land uses of a property and/or surrounding properties. Maps can also be printed and/or shared with developers and prospective home builders.

FISCAL IMPACT

The awarded grant funding will cover the cost for the services provided, so there will be no initial fiscal impact for the development of the online GIS mapping system. On-going, there will be annual ArcGIS software licensing fees and the potential for maintenance, updates and expansion of the GIS data.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-72, approving the proposal and Consultant Services Agreement received from Provost & Pritchard Consulting Group for the development of a GIS online mapping system and authorizing the City Manager to execute the documents.

Attachment(s):

1. Proposal from Provost & Pritchard Consulting Group
2. Consultant Services Agreement
3. Resolution No. 21-72

April 22, 2021

Cristian Gonzalez
City of Mendota
643 Quince Street
Mendota, CA 93640

Subject: ArcGIS Online map creation for City of Mendota

Dear Mr. Gonzalez:

Thank you for the opportunity to submit this proposal to provide Geographic Information Systems (GIS) services to create an ArcGIS Online map (Project) for the City of Mendota. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables, and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

We understand that the City of Mendota would like to have access to spatial data in a web-based format in the form of an interactive digital map. Organized spatial data, known as GIS, can provide users access to a wide range of information that can be queried and represented in multiple ways to quickly convey important information. Recent projects that Provost & Pritchard has been involved in with Mendota, such as the Mendota Meter Reading project, are collecting large amounts of GIS data. We are proposing to incorporate this new data, along with other existing data sets that can support engineering and land use planning decision making for the City, into a single interactive map for the City to use as an internal tool. This first step in building a comprehensive GIS will provide the City with useful data and help create a framework for future map interfaces that can be for internal use or made publicly available.

Scope of Services

Our proposed scope of work for this project is described below.

Phase GIS: ArcGIS Online Map Creation

1. There are several combinations of software licensing that the City can consider. To complete this project P&P suggests starting with one (1) Creator license (this is an administrative account that P&P will use), and one (1) Field Worker license (for viewing and collecting data for the GIS map). P&P can assist with getting the account set up with ESRI. Licensing will cost approximately \$850 and will be paid to ESRI directly by the City. Future licensing options for different scenarios can be discussed with P&P during this project.

- <https://www.esri.com/en-us/arcgis/products/arcgis-online/buy>

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2. Initial work will include gathering multiple data sets to display in the map. The following are proposed for this Project:
 - City limits
 - Sphere of influence
 - General Plan land use
 - Zoning
 - City streets and alleys from CAD
 - Lines defining approximate ROW limits
 - Parcels
 - Parcels within City limits
 - City owned parcels as their own layer (per Fresno County Assessor records)
 - Economic Incentive Zone and Commercial Cannabis overlay districts
 - Sewer System from CAD, including main pipelines, manholes, and lift stations
 - Storm Drain System from CAD, including main pipelines, curb inlets/outlets, grated inlets/outlets, manholes, lift stations, basins and associated storm water management areas
 - Water System from CAD, including main pipelines, fire hydrants, and valves
 - Water meters (from the recent meter project)
 - Street lights (if available from the City as either a GIS layer or as a table with coordinates for each light provided by the City)
 - Preconfigured ESRI base map themes such as aerial imagery, topographic, roads and places.
3. Once the layers are collected, a standard symbology type for each dataset will be created. P&P will rely on a few methods to create the symbology for map display. Our internal experience with City of Mendota projects for engineering and planning disciplines will help define certain layer symbology as will our experience with other GIS projects we have done for municipal clients. The symbology is adjustable too, so if desired by the City, changes can be made once the map is created.
4. Finally, the ArcGIS online map will be created. We will add the layers that have been prepared and set up some typical search query tools so users can interact with the data to find or zoom to areas of interest. Standard tools can include (but are not limited to):
 - Find address
 - Find parcels by APN
 - Find City owned parcel by APN
 - Measure distance and area
 - Turn map layers off and on
5. The final draft map will be tested internally then shown in a meeting demonstration for the City to review and comment on. At this time, desired changes regarding aesthetics and function of the map will be noted by P&P. Changes at this stage can include map layer color or style adjustments, adding map tools that are preconfigured in the software, and edits to built in map function (i.e., labels, identify windows). Edits that require custom functions can be addressed with an additional work Phase and separate proposed scope of costs.

P&P will notify the City when the final map is ready to be accessed. P&P will show key personnel how to interact with the map and tools via one virtual meeting and provide a “How To” document as a PDF.

After the initial online map is created as described above, other ideas for additional maps may arise. P&P suggests creating an annual On-going GIS Services phase to address additional GIS mapping needs.

Professional Fees

P&P will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is shown in the table below. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimate below. If it appears that we will need to exceed our estimated fee, we will notify you in writing before we do so and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Proposed Fee – GIS Consulting Services	
Phase	Estimated Fee
Phase GIS	\$10,000
Total Estimated Fee:	\$10,000

Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can begin work. Over the span of two months, the existing data will be prepared and a first draft on the online map will be created. Once the map is demonstrated to the City, additional time will be required for adjustments to the map and/or data edits. These edits will be completed within three weeks and P&P will notify the City if more time is required.

Assumptions

- Provost & Pritchard will rely on existing data for this Project. Requests to add data that requires creation or editing before it's compatible with the online map, will be evaluated on a per request basis. An estimate of time and cost will be provided to the client before proceeding.
- The Project includes an interactive digital map only, no printed maps will be created.
- The City of Mendota will be billed for the licensing of GIS software directly by ESRI Inc., and fees will be dependent on the licensing structure determined by the City
- P&P can assist the City with the initial licensing set up and billing through ESRI Inc.
- Some performance limitations of a web based map are created by either the licensor of the software, ESRI Inc., or due to internal software issues and are beyond the control of

P&P to fix (such as servers being offline or poor computer performance). Performance issues should be specifically noted by the City so P&P can evaluate if we can help resolve the issue. Screen captures or sharing screens via Teams meeting can be an effective way to show what the problem is and help P&P decide if ESRI should be contacted to help fix the problem.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Field data collection or verification (i.e., street lights or other facilities)
- Creation of specific spatial data sets from existing non-spatial data (i.e., hard copy records, spreadsheets)
- Additional theme maps for use by the general public.
- Annual maintenance and updates can be provided under a separate on-call or annual retainer contract.

Terms and Conditions

If this proposal is acceptable, please sign below, as well as the Consultant Services Agreement attached, and return a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,

Provost & Pritchard Consulting Group



Gavin O'Leary, Senior GIS Specialist
Project Manager



Matthew W. Kemp, RCE 66088
Vice President

Terms and Conditions Accepted

By City of Mendota

Signature

Date

Cristian Gonzalez, City Manager



286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 (559)449-2700
 FAX (559)449-2715
www.ppeng.com

CONSULTANT SERVICES AGREEMENT

CSA No: 21-153

Client	<u>City of Mendota</u>	Proposal No.	<u>21-153</u>
Attention	<u>Cristian Gonzalez</u>	Telephone	<u>(559) 655-3291 x105</u>
Bill To	<u>City of Mendota</u>	Fax	<u>(559) 655-4064</u>
Billing Address	<u>643 Quince Street</u>	E-Mail	<u>cristian@cityofmendota.com</u>
City, Zip Code	<u>Mendota, CA 93640</u>		
Project Title	<u>ArcGIS Online Map</u>	Location	<u>Mendota, CA</u>

Description of Services:

ArcGIS Online Map Creation for the City of Mendota, see attached proposal dated, April 22, 2021

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

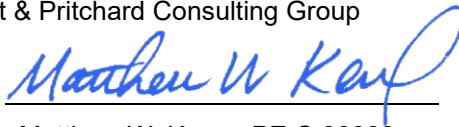
26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.

39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By 
Name/Title	<u>Cristian Gonzalez</u>	Name/Title <u>Matthew W. Kemp, PE C 66088 Vice President</u>
Date Signed	_____	Date Signed <u>4/22/2021</u>

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO APPROVE AND
EXECUTE THE PROPOSAL AND CONSULTANT
SERVICES AGREEMENT RECEIVED FROM
PROVOST & PRITCHARD CONSULTING GROUP
FOR THE DEVELOPMENT OF A GIS ONLINE
MAPPING SYSTEM**

RESOLUTION NO. 20-72

WHEREAS, the Fresno Council of Governments (“FCOG”) received funds from the 2019-20 Budget Act to provide one-time grant funding to regional governments for planning activities that will accelerate housing production and facilitate compliance in implementing the sixth cycle of the Regional Housing Needs Allocation; and

WHEREAS, in January 2021, FCOG issued their Housing Planning Grants Program Final Guidelines and Application to local governments in Fresno County to compete for a pot of \$900,000; and

WHEREAS, on April 16, 2021, the City of Mendota (“City”) submitted an application to the FCOG requesting \$10,000 to develop a geographic information system (“GIS”) online mapping system and was awarded the same; and

WHEREAS, the City has received a proposal and Consultant Services Agreement from Provost & Pritchard to provide the necessary services to develop the GIS online mapping system.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota authorizes the City Manager to approve and execute the proposal and Consultant Services Agreement with Provost & Pritchard Consulting Group for the development of a GIS online mapping system.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING CITY MANAGER TO NOMINATE THE MENDOTA COMMUNITY CORPORATION FOR THE SMALL TOWN AMERICA CIVIC VOLUNTEER AWARD PROGRAM
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-73, authorizing City Manager to nominate the Mendota Community Corporation for the Small Town America Civic Volunteer Award Program?

BACKGROUND

The Small Town America Civic Volunteer Award is a program that will recognize and honor the Nation's top 100 public service and public safety volunteers from towns and counties of less than 25,000 in population. Nominees will be selected by an expert panel of judges. This program is sponsored by CivicPlus. CivicPlus will provide a cash award of \$20,000 to the national Small Town America Civic Volunteer Award winner, a \$10,000 to the first runner-up and \$5,000 to the second runner-up. Awards will be made directly to the local governments represented by the award winners and are intended to support the retention and recruitment of local public service volunteers. In addition, each of the local governments represented by the top 100 honorees may qualify for a volunteer management module with 12 months of complimentary support services from CivicPlus. This volunteer award program was created to accomplish two critical goals: 1) bring attention to the need for more civic volunteerism, and 2) recognize those who have found solutions to declining participation and are building powerful community networks focused on civic engagement.

ANALYSIS

The Mendota Community Corporation ("MCC") is non-profit organization established in June 2015 to conduct and facilitate activities that will improve the quality of life of the residents of Mendota by supporting educational, employment and general welfare endeavors of the community. All activities that have been administered through the MCC are all services provided by volunteers and donations. A local government will be the recipient of the award funds that will be administered for the awardee if a cash donation is awarded. This is a great opportunity to showcase the great contributions that the MCC has made to the community of Mendota and an opportunity for a cash prize. The governing body would need to approve the nomination.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-73, authorizing City Manager to nominate the Mendota Community Corporation for the Small Town America Civic Volunteer Award Program.

Attachment(s):

1. Information on The Small Town America Civic Volunteer Award Program
2. Resolution No. 21-73



Small Town America Civic Volunteer Award

Published on STACVA (*Small Town America Civic Volunteer Award*) (<https://www.civic-volunteer.com>)

[Home](#) > [About](#)

The Small Town America Civic Volunteer Award Program

What is the STACVA program?

The 2021 **Small Town America Civic Volunteer Award** program will recognize and honor the Nation's top 100 public service and public safety volunteers from towns and counties of less than 25,000 in population. Nominees will be selected by an expert panel of judges.

CivicPlus will provide a cash award of \$20,000 to the national **Small Town America Civic Volunteer Award** winner, \$10,000 to the first runner-up and \$5,000 to the second runner-up. Awards will be made directly to the local governments represented by the award winners, and are intended to support the retention and recruitment of local public service volunteers. In addition, each of the local governments represented by the top 100 honorees may qualify for a volunteer management module with 12 months of complimentary support services from CivicPlus.

How does this award program work?

Local government representatives from towns, cities and counties with populations *less than 25,000* may nominate public service volunteers or public service volunteer organizations for STACVA recognition. Online applications require a short essay describing outstanding volunteer service or retention/recruitment initiatives carried out by nominated candidate(s). Judging metrics for evaluating nominations include: the degree to which a nominee's service has made a significant impact on their locality; the extent to which their civic contributions would be recognized by their peers; and, why their service would be considered above and beyond the "call to duty".

Who is the program's sponsor?

STACVA is being sponsored by CivicPlus, the largest provider of online services to the local government sector throughout the United States.

Why was the program created?

While there are many programs that honor volunteerism, few if any recognize public service and public safety volunteers who are so critical to smaller communities. "Over the past 20 years working with local governments, we have seen first-hand that the most successful cities, towns and counties are powered by passionate people who want to make a difference in the place they call home," said CivicPlus CEO Brian Rempe. "We are hoping to accomplish two critical goals with this initiative: bring attention to the need for more civic volunteerism, and recognize those who have found solutions to declining participation and are building powerful community networks focused on civic engagement," Rempe added.

The *National Association of Counties*, *National Volunteer Fire Council*, *National Association of Towns and Townships*, *Points of Light*, and *Main Street America* are current co-sponsors of the **Small Town America Civic Volunteer Award**. These organizations represent tens of thousands of local governments and public service volunteers.

Who will administer the program?

The Barton Russell Group (www.BartonRussell.com) is managing the **Small Town America Civic Volunteer Award**. The Group has built and/or consulted on several national award programs including the 2020 STACVA program, the *Best Small Towns in America* contest, the *American Hometown Leaders Award*, and the *America's Best Communities* competition. Nominations will be "judged" by BRG professionals, each of whom have been involved with designing, managing and/or evaluating leadership award applications in their capacities as a foundation president, senior performance consultant, examiner for the Malcolm Baldrige National Quality Award and administrator/judge for several small town America awards.

Here is a link to [Frequently Asked Questions](#).

Here is a link to the [Advisory Team](#).

2020 Small Town America Civic Volunteer Winners

Click here for the 2020 winners: <https://www.civicplus.com/small-town-volunteer-awards>

Source URL: <https://www.civic-volunteer.com/home/pages/small-town-america-civic-volunteer-award-program>

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
CITY MANAGER TO NOMINATE THE
MENDOTA COMMUNITY CORPORATION
FOR THE SMALL TOWN AMERICA CIVIC
VOLUNTEER AWARD PROGRAM**

RESOLUTION NO. 21-73

WHEREAS, the Small Town America Civic Volunteer Award Program is accepting nominations to recognize and honor the Nation's top 100 public service and public safety volunteers from towns and counties of less than 25,000 in population; and

WHEREAS, the Mendota Community Corporation conducts and facilitates activities to improve the quality of life of the residents of Mendota by supporting educational, employment, and general welfare endeavors in the community; and

WHEREAS, the governing board of the local government needs to approve the nomination to the Small Town America Civic Volunteer Award Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Manager is authorized to nominate the Mendota Community Corporation for the Small Town America Civic Volunteer Award Program.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE APPLICATION FOR OUTDOOR EQUITY GRANTS PROGRAM GRANT FUNDS
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-74, approving the application for Outdoor Equity Grants Program Grant Funds?

BACKGROUND

The Outdoor Equity Grants Program (“OEP”) was enacted when Governor Gavin Newsom signed Assembly Bill 209 (AB 209) – Chapter 675, located in Public Resources Code §509.75© (1.26). On July 1, 2020, the California Legislature authorized funding for OEP.

OEP will increase the ability of residents in underserved communities, with an emphasis on students eligible for free or reduced-price meals, foster youth, and students of limited English proficiency, to participate in outdoor experiences at state parks and other public lands. OEP’s focus is on providing funding for transportation, logistics, program operations, and capacity costs associated with reaching historically underserved urban and rural communities throughout California.

OEP grants will improve the health and wellness of Californians through new educational and recreational activities, service learning, career pathways, and leadership opportunities that strengthen a connection to the natural world. The grant period will be from July 1, 2020 to June 30, 2023. There is \$19 million available for competitive grants statewide. The maximum grant request is \$700,000 with no match requirement.

ANALYSIS

The first step in OEP is choosing a Home Base. Choosing a Home Base is identifying a central gathering place in an underserved community that needs access to outdoor programs. Examples of the central gathering place in a community could be a school, a recreation center, a community meeting space, a local park, etc. This central gathering place is the Community Home Base where participants will primarily get access to the proposed activities. The second step is the activities. Planning activities in the community and trips from the Community Home Base to Natural Areas. Examples of activities in the community could include: 1) teaching school students about the community’s environment; 2) taking educational walks in the community to discover nature in action; 3) preparing participants for a natural area trip. Examples of Natural Area trips from the Community Home Base could include: 1) traveling to

regional, state, national park, tribal land, river or lake, beach, forest, mountain, or desert area for day or overnight trips within the state.

In order to apply for the OEP, the governing board must submit an authorizing resolution. The authorizing resolution serves two purposes: 1) it is means by which the applicant's governing body shows it is aware of all the terms of the contract and it provides confirmation that the applicant has the funding to complete the proposed outdoor program if the grant is awarded; 2) designates a position title to represent the governing board on all matters regarding the application and outdoor program.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-74, approving the application for Outdoor Equity Grants Program Grant Funds.

Attachment(s):

1. Resolution No. 21-74

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE APPLICATION FOR OUTDOOR EQUITY
GRANTS PROGRAM GRANT FUNDS**

RESOLUTION NO. 21-74

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Equity Grants Program, setting up necessary procedures governing applications; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require applicants to certify by resolution the approval of the application before submission to the State; and

WHEREAS, successful applicants will enter into a contract with the State of California to complete the Grant Scope program.

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

1. Approves the filing of an Outdoor Equity Grants Program application for the “City of Mendota’s Outside and Learning/Ciudad de Mendota Aprendiendo Afuera”; and
2. Certifies that said applicant has or will have available, prior to commencement of any work on the program(s) included in this application, the sufficient funds to complete the program(s); and
3. Certifies that if the grant is awarded, the applicant has or will have sufficient funds to operate the program(s) as described in the Grant Selection Criterion response, and
4. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates authority to the City Manager and/or Finance Director to conduct all negotiations, sign, and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations and guidelines in connection with Outdoor Equity Grants Program grant funds.

7. Will consider promoting inclusion per Public Resources Code section 80001, subdivision (b)(8)(A-G).

Approved and adopted the 28th day of September, 2021.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CITY OF MENDOTA’S INJURY ILLNESS PREVENTION PLAN
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-75, adopting the City of Mendota’s Injury Illness Prevention Plan?

BACKGROUND

The Injury and Illness Prevention Program (“IIPP”) is an important written workplace safety program. Title 8 of the California Code of Regulations (T8CCR) section 3203, requires every employer to develop and implement an effective IIPP. An effective IIPP improves the safety and health in your workplace and reduces costs by good management and employee involvement. Section 2.52.065 of the Mendota Municipal Code (“MMC”) requires that the IIPP be adopted and amended by resolution of the City Council.

ANALYSIS

The City of Mendota’s IIPP has been updated to comply with the latest requirements established by Cal OSHA. Due to the requirement in the MMC, staff is bringing forth the IIPP to City Council for adoption.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-75, adopting the City of Mendota’s Injury Illness Prevention Plan.

Attachment(s):

1. Resolution No. 21-75
2. Exhibit “A” - City of Mendota’s IIPP

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADOPTING
THE CITY OF MENDOTA'S REVISED
INJURY AND ILLNESS PREVENTION
PROGRAM**

RESOLUTION NO. 21-75

WHEREAS, the City of Mendota is subject to the requirements for establishing, implementing, and maintaining an effective, written Injury and Illness Prevention Program ("IIPP") as outlined in Title 8 of the California Code of Regulations, section 3203; and

WHEREAS, it is the policy of the City of Mendota to provide a safe and healthy working environment for its employees and to be in compliance with federal and state laws, and revisions have been incorporated in the City of Mendota's IIPP to comply with requirements described above; and

WHEREAS, Section 2.52.065 of the Mendota Municipal Code requires that the City of Mendota's IIPP be adopted or amended by resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves and adopts the Injury and Illness Prevention Program attached hereto as Exhibit "A".

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Celeste Cabrera-Garcia, City Clerk

Exhibit A



CITY OF MENDOTA

INJURY AND ILLNESS
PREVENTION PROGRAM

IIPP TABLE OF CONTENTS

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SAFETY POLICY STATEMENT

The City of Mendota is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. A good safety record is evidence of effective management. The objectives of our health and safety programs are both humanitarian and economic. It is our policy to do everything reasonable to protect our employees, property, and the public from the results of accidents. Everyone in this organization, especially City management, is expected to actively support and participate in the health and safety program and accept **the premise that “accidents can be prevented.”**

The City of Mendota will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your supervisor for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each supervisor makes the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

We have established this written Injury and Illness Prevention Program (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health policies and practices. This includes employees at every level and in all positions.

This IIPP includes the following elements:

- Responsibility and Authority
- Compliance
- Communication
- Hazard Assessment
- Accident Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

RESPONSIBILITY AND AUTHORITY

Program Administrator:

The Program Administrator, responsible for implementation and maintenance of this Injury and Illness Prevention Program (IIPP), for the City of Mendota is:

Name: Cristian Gonzalez
Title: City Manager
Department: City Administration
Address: 643 Quince Street, Mendota, CA 93640
Telephone: (559) 655-3291

Facsimile: (559) 655-4064
Email: cristian@cityofmendota.com

Managers and Supervisors:

Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP. The department IIPP supplements provide department-specific information and additional direction. A copy of our IIPP is available from each manager and supervisor.

Each manager and supervisor will be responsible for periodically reviewing the health and safety needs of employees under their direction and **will serve as the initial contact for their employees' health and safety**-related questions. If an issue arises that cannot be adequately addressed by the supervisor, the supervisor will contact the Program Administrator and the Director of Administrative Services as soon as practical to resolve the issue. The supervisor is also responsible for ensuring that all work-related injuries or illnesses are reported to the Program Administrator and the Director of Administrative Services as soon as possible, with no delay exceeding 24 hours. In addition, managers/supervisors will be responsible for:

- Investigating and reporting accidents, injuries, and other incidents to the Program Administrator;
- Reporting unsafe equipment or operations to the Program Administrator and the Director of Administrative Services and implementing corrective measures;
- Developing his/her own knowledge and skill in safety;
- Ensuring that periodic safety inspections are conducted on equipment and vehicles;
- Implementing a safety training plan;
- **Investigating employee's safety concerns;**
- Implementing a safety communication plan;
- Requiring that the Program Administrator and the Director of Administrative Services be apprised of developments on the job that could impact personnel health and safety; and
- Demonstrating personal belief that safety is critically important to him/her and to the City.

EMPLOYEES:

Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear. Employees are expected to follow all of the rules, training, and other safety practices in the execution of their work. They are also responsible to report all injuries, near misses, and safety concerns and observations to superior. Any unreported injury can be result in disciplinary measures, as well as failures to comply with the IIPP. All employees are responsible for their own safety, being observant of safety hazards in their work environment, and reporting and correcting potential hazards when safe to do so.

COMPLIANCE

All employees, including managers and supervisors, are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

The system to ensure all employees comply with these practices includes the following:

- Informing employees of the requirements within our IIPP in a readily understandable language
- Training all employees on general safety policies, rules, and work practices
- Recognizing employees who perform safe and healthful work practices
- Providing additional training to employees whose safety performance is deficient
- Disciplining employees for failure to comply with safe and healthful work practices

The department IIPP supplements outline department-specific compliance requirements.

COMMUNICATION

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. This communication shall be two-way, and ensure that everyone with a concern will be heard if they are willing to speak. The media of this communication shall be in the following forms:

- New employee orientation including a discussion of safety and health policies and procedures
- Review of our IIPP
- Safety training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information

Additional details are outlined in the department IIPP supplements.

HAZARD ASSESSMENT

Periodic inspections will be conducted to evaluate physical hazards, use of hazardous materials, and safe work practices. The periodic inspection schedule and the responsibility for conducting the inspections are included in the department IIPP supplements.

In addition to the department periodic inspection schedule, inspections will be conducted as required in the following situations:

- When we initially established our IIPP;
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur; and
- Whenever workplace conditions warrant an inspection

HAZARD CORRECTION:

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazards. When an imminent hazard exists that cannot be immediately corrected, the exposed employees will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the necessary protection.

ACCIDENT/INCIDENT AND EXPOSURE INVESTIGATIONS

Employee supervisors will be responsible for investigating occupational illnesses and injuries to facilitate identification and abatement of hazards and unsafe acts. It is important that the investigation begin as soon as possible after the event. Where appropriate, the investigation may proceed as follows:

1. A visit will be made to the site of the occurrence as soon as possible after the injury or incident occurs.
2. The injured or affected party, as well as witnesses, will be interviewed privately, if possible.
3. Supportive documentation and details will be gathered, such as sketches, photographs, etc. The Incident Report Form will be used as a guide in collecting relevant information.
4. The findings report will include an analysis of the conditions and situations that led to the incident, as well as proposed actions to control the hazard and prevent similar incidents from occurring in the future. A copy of the form will be forwarded to the City Manager and to the Director of Administrative Services.

HAZARD CORRECTION

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazards. When an imminent hazard exists that cannot be immediately corrected, the exposed employees will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the proper Personal Protective Equipment (PPE).

SAFETY TRAINING

All employees will participate in safety training on general and job-specific hazards and safe work practices. Each supervisor and manager will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed.

In addition to hazard-specific safety training, training will be provided when:

- The IIPP is first established
- New employees are hired
- Employees are reassigned to a new area or task with no prior training
- New substances, operations, or equipment are introduced

Department-specific training procedures are located in the department IIPP supplements.

RECORD KEEPING AND DOCUMENTATION

All the following IIPP documentation is maintained for three years:

- Safety training for each employee, including the employee's name, training dates, type of training, and training providers
- Inspections, including the person(s) conducting the inspection; the unsafe conditions and work practices identified; corrective action, and follow up
- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken
- Annual program reviews

City Hall Administration IIPP Supplement

Responsibilities

The department manager has the overall authority and responsibility for ensuring the department IIPP supplement is effectively implemented throughout departmental operations. Supervisors have program oversight for operations under their direct supervision and control.

Compliance

The following department methods are used to reinforce employee compliance with safety work practices and procedures:

- Distribution of department policies and procedures
 - 643 Quince Street, Mendota, CA 93640
- Communicating IIPP responsibilities with all employees
- Employee training programs
- Recognizing employees who perform safe work practices
- Disciplinary process outlined in City of Mendota Personnel Rules.

Communication

Effective communications with employees have been established using the following methods:

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Department safety committee | <input checked="" type="checkbox"/> Safety newsletter, handouts |
| <input checked="" type="checkbox"/> Staff meetings every 07 days | <input type="checkbox"/> Employee safety recognition |
| <input type="checkbox"/> Tailgate meetings every 14 days | <input type="checkbox"/> Material safety data sheets |
| <input checked="" type="checkbox"/> Specific policies/procedures | <input checked="" type="checkbox"/> Posters and warning labels |
| <input type="checkbox"/> Department hazard assessment | <input type="checkbox"/> Other |
| <input type="checkbox"/> Employee safety training | |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. The Hazardous/Unsafe Condition Report form (see Attachment A) is located at the Water Plant. Forms should be submitted to the Director of Administrative Services.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Personal offices	Daily
Council Chambers	Weekly
Restroom	Daily
General office spaces	Weekly

Department inspection forms are located at 643 Quince Street, Mendota, CA 93640.

Corrective Action

Supervisors will document corrective actions, including projected and actual completion dates. If an imminent hazard exists, work in the area must cease, and the manager must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to leave the area except those qualified and necessary to correct the condition. The Director of Administrative Services, Jennifer Lekumberry.

Accident Investigation

Employees will immediately notify their supervisor when an injury or illness occurs on the job. Supervisors will promptly investigate all accidents, injuries, occupational illnesses, and near-miss incidents to determine the cause of the incident. Appropriate corrective actions will be implemented promptly to mitigate the hazards identified during the investigation.

The Accident Report for Workers' Compensation and the Supervisor's Report of Injury form will be completed and a copy retained. The forms are located at 643 Quince Street, Mendota, CA 93640.

Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of the Director of Administrative Services, Jennifer Lekumberry.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the supervisor.

General and department specific safety training requirements are located at 643 Quince Street, Mendota, CA 93640.

Record Keeping and Documentation

The following documents are located at City Hall and will be maintained within the Department IIPP Records for at least the three years.

- Department Hazard Assessment
- Employee Hazard Report Forms
- Inspection Reports
- Accident Investigation Forms
- Hazard Correction Reports
- Employee Safety Training Requirements and Attendance Records

Finance Department IIPP Supplement

Responsibilities

The department manager has the overall authority and responsibility for ensuring the department IIPP supplement is effectively implemented throughout departmental operations. Supervisors have program oversight for operations under their direct supervision and control.

Compliance

The following department methods are used to reinforce employee compliance with safety work practices and procedures:

- Distribution of department policies and procedures
 - 643 Quince Street, Mendota, CA 93640
- Communicating IIPP responsibilities with all employees
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|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Department safety committee | <input checked="" type="checkbox"/> Safety newsletter, handouts |
| <input checked="" type="checkbox"/> Staff meetings every 07 days | <input type="checkbox"/> Employee safety recognition |
| <input type="checkbox"/> Tailgate meetings every 14 days | <input type="checkbox"/> Material safety data sheets |
| <input checked="" type="checkbox"/> Specific policies/procedures | <input checked="" type="checkbox"/> Posters and warning labels |
| <input type="checkbox"/> Department hazard assessment | <input type="checkbox"/> Other |
| <input type="checkbox"/> Employee safety training | |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. The Hazardous/Unsafe Condition Report form (see Attachment A) is located at the Water Plant. Forms should be submitted to the Finance Director.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Front Office	Daily
Copy Room	Daily
Ladies Restroom	Daily
Breakroom	Daily

Department inspection forms are located at 643 Quince Street, Mendota, CA 93640.

Corrective Action

Supervisors will document corrective actions, including projected and actual completion dates. If an imminent hazard exists, work in the area must cease, and the manager must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to leave the area except those qualified and necessary to correct the condition.

-The Director of Administrative Services.

Accident Investigation

Employees will immediately notify their supervisor when an injury or illness occurs on the job. Supervisors will promptly investigate all accidents, injuries, occupational illnesses, and near-miss incidents to determine the cause of the incident. Appropriate corrective actions will be implemented promptly to mitigate the hazards identified during the investigation.

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Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of the Director of Administrative Services.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the supervisor.

General and department specific safety training requirements are located at 643 Quince Street, Mendota, CA 93640.

Record Keeping and Documentation

The following documents are located at City Hall and will be maintained within the Department IIPP Records for at least the three years.

- Department Hazard Assessment
- Employee Hazard Report Forms
- Inspection Reports
- Accident Investigation Forms
- Hazard Correction Reports
- Employee Safety Training Requirements and Attendance Records

Mendota Police Department IIPP Supplement

Responsibilities

The department manager has the overall authority and responsibility for ensuring the department IIPP supplement is effectively implemented throughout departmental operations. Supervisors have program oversight for operations under their direct supervision and control.

Compliance

The following department methods are used to reinforce employee compliance with safety work practices and procedures:

- Distribution of department policies and procedures
 - Mendota Police Department Policy & Procedure Manual maintained and updated by Lexipol.
- Communicating IIPP responsibilities with all employees
- Employee training programs
- Recognizing employees who perform safe work practices
- Disciplinary process outlined in Mendota Policy & Procedure manual.

Communication

Effective communications with employees have been established using the following methods:

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Department safety committee | <input type="checkbox"/> Safety newsletter, handouts |
| <input type="checkbox"/> Staff meetings quarterly | <input checked="" type="checkbox"/> Employee safety recognition |
| <input type="checkbox"/> Tailgate meetings every days | <input checked="" type="checkbox"/> Material safety data sheets |
| <input checked="" type="checkbox"/> Specific policies/procedures | <input checked="" type="checkbox"/> Posters and warning labels |
| <input checked="" type="checkbox"/> Department hazard assessment | <input checked="" type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Employee safety training | Daily roll call training |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. The Hazardous/Unsafe Condition Report form (see Attachment A) is located in the Field Supervisors Office. Forms should be submitted to the Chief of Police.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Mendota Police Department	Weekly
Patrol Vehicles	Daily

Department inspection forms are located in the Field Sergeants Office.

Corrective Action

Supervisors will document corrective actions, including projected and actual completion dates. If an imminent hazard exists, work in the area must cease, and the manager must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to leave the area except those qualified and necessary to correct the condition.

-Any Officer in Charge, on duty Patrol Sergeant, Police Lieutenant and the Chief of Police.

Accident Investigation

Employees will immediately notify their supervisor when an injury or illness occurs on the job. Supervisors will promptly investigate all accidents, injuries, occupational illnesses, and near-miss incidents to determine the cause of the incident. Appropriate corrective actions will be implemented promptly to mitigate the hazards identified during the investigation.

The Accident Report for Workers' Compensation and the Supervisor's Report of Injury form will be completed and a copy retained. The forms are located in the Patrol Sergeants Office at the Mendota Police Department.

Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of the Patrol Sergeant, Police Lieutenant or the Chief of Police.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the Patrol Sergeant and Police Lieutenant.

General and department specific safety training requirements are located in the Mendota Policy and Procedure Manual and via Department email, roll call training bulletins and Department Directives.

Record Keeping and Documentation

The following documents are located at the Mendota Police Department employee training files and will be maintained within the Department IIPP Records for at least the three years.

- Department Hazard Assessment
- Employee Hazard Report Forms
- Inspection Reports
- Accident Investigation Forms
- Hazard Correction Reports
- Employee Safety Training Requirements and Attendance Records

Public Works IIPP Supplement

Responsibilities

The department manager has the overall authority and responsibility for ensuring the department IIPP supplement is effectively implemented throughout departmental operations. Supervisors have program oversight for operations under their direct supervision and control.

Compliance

The following department methods are used to reinforce employee compliance with safety work practices and procedures:

- Distribution of department policies and procedures
 - 912 Marie Street, Mendota, CA 93640
- Communicating IIPP responsibilities with all employees
- Employee training programs
- Recognizing employees who perform safe work practices
- Disciplinary process outlined in City of Mendota Personnel Rules.

Communication

Effective communications with employees have been established using the following methods:

- | | |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Department safety committee | <input checked="" type="checkbox"/> Safety newsletter, handouts |
| <input checked="" type="checkbox"/> Staff meetings every 07 days | <input type="checkbox"/> Employee safety recognition |
| <input checked="" type="checkbox"/> Tailgate meetings every 14 days | <input checked="" type="checkbox"/> Material safety data sheets |
| <input type="checkbox"/> Specific policies/procedures | <input checked="" type="checkbox"/> Posters and warning labels |
| <input type="checkbox"/> Department hazard assessment | <input checked="" type="checkbox"/> Other- Daily work operations discussions every morning |
| <input checked="" type="checkbox"/> Employee safety training | |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. The Hazardous/Unsafe Condition Report form (see Attachment A) is located at the Public Works Yard. Forms should be submitted to the Public Works Superintendent.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Public Works Yard Building	Weekly
City vehicles and equipment	Daily

Department inspection forms are located at 912 Marie Street, Mendota, CA 93640, the Public Works Yard.
Corrective Action

Supervisors will document corrective actions, including projected and actual completion dates. If an imminent hazard exists, work in the area must cease, and the manager must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to leave the area except those qualified and necessary to correct the condition.

-Public Works Superintendent.

Accident Investigation

Employees will immediately notify their supervisor when an injury or illness occurs on the job. Supervisors will promptly investigate all accidents, injuries, occupational illnesses, and near-miss incidents to determine the cause of the incident. Appropriate corrective actions will be implemented promptly to mitigate the hazards identified during the investigation.

The Accident Report for Workers' Compensation and the Supervisor's Report of Injury form will be completed and a copy retained. The forms are located at 912 Marie Street, Public Works Yard.

Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of the Director of Administrative Services.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the supervisor.

General and department specific safety training requirements are located at the Public Works Yard, 912 Marie Street, Mendota, CA 93640 and the Water Plant at 1300 Second Street, Mendota, CA 93640.

Record Keeping and Documentation

The following documents are located at Public Works Yard and City Hall and will be maintained within the Department IIPP Records for at least the three years.

- Department Hazard Assessment
- Employee Hazard Report Forms
- Inspection Reports
- Accident Investigation Forms
- Hazard Correction Reports
- Employee Safety Training Requirements and Attendance Records

Public Utilities Department IIPP Supplement

Responsibilities

The department manager has the overall authority and responsibility for ensuring the department IIPP supplement is effectively implemented throughout departmental operations. Supervisors have program oversight for operations under their direct supervision and control.

Compliance

The following department methods are used to reinforce employee compliance with safety work practices and procedures:

- Distribution of department policies and procedures
 - 1300 Second Street, Mendota, CA 93640
- Communicating IIPP responsibilities with all employees
- Employee training programs
- Recognizing employees who perform safe work practices
- Disciplinary process outlined in City of Mendota Personnel Rules.

Communication

Effective communications with employees have been established using the following methods:

- | | |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Department safety committee | <input checked="" type="checkbox"/> Safety newsletter, handouts |
| <input checked="" type="checkbox"/> Staff meetings every 07 days | <input type="checkbox"/> Employee safety recognition |
| <input checked="" type="checkbox"/> Tailgate meetings every 14 days | <input checked="" type="checkbox"/> Material safety data sheets |
| <input type="checkbox"/> Specific policies/procedures | <input checked="" type="checkbox"/> Posters and warning labels |
| <input type="checkbox"/> Department hazard assessment | <input checked="" type="checkbox"/> Other- Daily work operations discussions every morning |
| <input checked="" type="checkbox"/> Employee safety training | |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace. The Hazardous/Unsafe Condition Report form (see Attachment A) is located at the Water Plant. Forms should be submitted to Public Utilities Superintendent and/ or Public Utilities Director.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Water Plant Building 1300 Second Street, Mendota, CA 93640	Weekly
City vehicles and equipment	Daily

Waste Water Building 3699 Bass Ave., Mendota, CA 93640	Weekly

Department inspection forms are located at 1300 Second Street, Mendota, CA 93640, the Water Plant.

Corrective Action

Supervisors will document corrective actions, including projected and actual completion dates. If an imminent hazard exists, work in the area must cease, and the manager must be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to leave the area except those qualified and necessary to correct the condition. Public Utilities Superintendent and/ or Public Utilities Director.

Accident Investigation

Employees will immediately notify their supervisor when an injury or illness occurs on the job. Supervisors will promptly investigate all accidents, injuries, occupational illnesses, and near-miss incidents to determine the cause of the incident. Appropriate corrective actions will be implemented promptly to mitigate the hazards identified during the investigation.

The Accident Report for Workers' Compensation and the Supervisor's Report of Injury form will be completed and a copy retained. The forms are located at 1300 Second Street, Mendota, CA 93640.

Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of the Director of Administrative Services.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the supervisor.

General and department specific safety training requirements are located at the Public Works Yard, 912 Marie Street, Mendota, CA 93640 and the Water Plant at 1300 Second Street, Mendota, CA 93640.

Record Keeping and Documentation

The following documents are located at Water Plant and City Hall and will be maintained within the Department IIPP Records for at least the three years.

- Department Hazard Assessment
- Employee Hazard Report Forms
- Inspection Reports
- Accident Investigation Forms
- Hazard Correction Reports
- Employee Safety Training Requirements and Attendance Records

Appendix A

Attachment A

Hazardous/Unsafe Condition Report

Person conducting inspection: _____ Date: _____

Area(s) inspected:

Were any unsafe conditions or work practices identified? Yes No

If yes, please describe:

What action(s) have been taken to correct the unsafe conditions or work practices identified?

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: HEALTH REIMBURSEMENT ARRANGEMENT PLAN AGREEMENT WITH NAVIA
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-76, approving the Health Reimbursement Arrangement Plan between the City of Mendota and Navia Benefit Solutions, Inc. and authorizing the City Manager to execute the agreement?

BACKGROUND

In 2015, the City of Mendota (“City”) entered into a Health Reimbursement Arrangement Plan (“Plan”) with Administrative Solutions, Inc. (“ASi”) for additional health coverage benefits. In late 2019, ASi announced its partnership with Navia, a like-minded company that has provided benefits administration to nationwide employers for over 30 years. ASi is excited about the partnership because it enables ASi to continue providing high touch service, while leveraging additional features and resources available through the Navia technology platform. Together, ASi/ Navia offer a powerful service infrastructure designed to better meet client and participant needs.

ANALYSIS

The services received by the City of Mendota will not be altered by the partnership between Navia and ASi. This agreement will not change any benefit currently received by employees. The replacement agreement, attached as Exhibit “A” is being requested by Navia since the current agreement is solely with ASi.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-76, approving the Health Reimbursement Arrangement Plan between the City of Mendota and Navia Benefit Solutions, Inc., and authorizing the City Manager to execute the agreement.

Attachment(s):

1. Resolution No. 21-76
2. Health Reimbursement Arrangement Plan Agreement with Navia

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A HEALTH REIMBURSEMENT ARRANGEMENT
PLAN BETWEEN THE CITY OF MENDOTA AND
NAVIA BENEFIT SOLUTIONS, INC., AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

RESOLUTION NO. 21-76

WHEREAS, in 2015, the City of Mendota (“City”) entered into a Health Reimbursement Plan (“Plan”) with Administrative Solutions, Inc. (“ASi”) for additional health coverage benefits; and

WHEREAS, Navia Benefit Solutions, Inc. (“Navia Benefit Solutions”) partnered with ASi and ASi is now a division of Navia Benefit Solutions; and

WHEREAS, the Navia Benefit Solutions administrative services agreement (“Agreement”), attached hereto as Exhibit “A”, is intended to qualify as a health reimbursement arrangement that provides benefits that are excludable from gross income under Title 26 U.S. Code section 105, subdivision (b), and shall be administered in accordance with IRS Notice 2002-45 and IRS Revenue Ruling 2002-41, replacing the current agreement with ASi.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Agreement, and authorizes the City Manager to execute the Agreement for the Health Reimbursement Arrangement Plan with Navia Benefits Solutions, in substantially the form presented as Exhibit “A,” and all other documentation necessary to effectuate such Agreement, subject to such reasonable modifications, revisions, additions, and deletions as the City Manager may approve prior to execution.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A



NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	City of Mendota
Effective Date:	August 1, 2021
Notices Sent to Employer:	643 Quince St. Mendota, CA 93640
Notices Sent to Navia:	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER

NAVIA BENEFIT SOLUTIONS, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: HILARIE AITKEN

TITLE: _____

TITLE: CEO

DATE: _____

DATE: _____

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NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

“Affiliate” means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

“Agreement” means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

“Benefit Plan(s)” means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

“Business Day” means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

“Card Recipient” means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

“Card Services Provider” means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

“Carrier” means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

“Claims Administrator” means Navia.

1.9 COBRA ELECTION NOTICE

“COBRA Election Notice” means the election form included in the Specific Rights Notice.

1.10 CODE

“Code” means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

“Covered Dependent” means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

“Covered Employee” means any of Employer’s employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

“Covered Individual” means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

“Disbursement Report” means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT (“EDR”)

“Eligibility and Payroll Deduction Report” means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

“Electronic Payment Card” means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

“Eligible Employee” means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

“Exhibit” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

“Fees” means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

“Grace Period” means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

“Party” means Employer or Navia collectively, and Employer and Navia shall be referred to as “Parties”.

1.23 PLAN ADMINISTRATOR

“Plan Administrator” means Employer.

1.24 PLAN APPLICATION

“Plan Application” means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.25 PLAN DOCUMENT

“Plan Document” means a document that describes the Plan’s terms and conditions related to the operation and administration of the plan.

1.26 PLAN YEAR

“Plan Year” means a period of time determined by the Employer no longer than 12 months.

1.27 REPRESENTATIVE

“Representative” means an officer, director, or individual with authority to bind the Party.

1.28 RUN-OUT-PERIOD

“Run-out Period” means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.29 SCHEDULE(S)

“Schedule(s)” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.30 SERVICES

“Services” means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.31 SPECIFIC RIGHTS NOTICE

“Specific Rights Notice” means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.32 SUBCONTRACTOR

“Subcontractor” means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.33 WE OR US

“We” or “Us” means Navia.

1.34 YOU OR YOUR

“You” or “your” means Employer.

1.35 YEAR-TO-DATE REPORT

“Year-to-Date Report” means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives. Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein (“Term”). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

- (a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;
- (b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;
- (c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c). Upon written notice to Employer, Navia may terminate services for a Covered Employee for persistent abusive, offensive, or similar behavior toward Navia employees.

2.5 POST TERMINATION OBLIGATIONS

- (a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of

Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.

- (b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.
- (c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

- (a) Fees are effective beginning with the Effective Date unless otherwise provided herein.
- (b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. If Employer does not affirmatively reject any proposed Fee changes in writing within thirty (30) days of receiving written notice of the proposed Fee changes from Navia, such proposed Fees will become effective the first day of the month following the end of the thirty-day response period. If Employer does not agree with such proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

- (a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;
- (b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;
- (c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and
- (d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

- (a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.
- (b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least eight (8) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

- (a) The term "Confidential Information" shall mean this Agreement and all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of Navia, its customers. A "writing" shall include an electronic transfer of information by e-mail,

over the Internet or otherwise. Confidential Information shall not include Benefit Plan information (i.e. card swipe data, Benefit Plan reports, claims, explanation of benefits and other Protected Health Information). Such information will be protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Health Information Technology for Economic and Clinical Health Act (HITECH”), and/or other applicable privacy and security laws.

- (b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, vendors, Subcontractors, and third-parties not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a “need to know” basis and then only: (a) for the purposes of providing, enhancing, optimizing, or auditing the Services or to satisfy a legal or contractual requirement; (b) provided that any Representatives, Affiliates, vendors, Subcontractors, and third-parties who receive Confidential Information are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section.
- (c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.
- (d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.
- (e) Upon the Discloser’s written request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy all Confidential Information in the possession of Recipient or Recipient’s Representatives, Affiliates, vendors, Subcontractors, and third-parties, provided that either Party may retain copies of such files as needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.
- (f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser’s Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
- (g) A Party’s Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party.

5.4 PROTECTED HEALTH INFORMATION

Protected Health Information (“PHI”), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and hold Navia harmless in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia’s duties and responsibilities under this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party’s Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

- (a) Navia may provide access to a password-protected website maintained by Navia or Navia’s Subcontractor(s) in connection with the Services (the “Website”). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia’s Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party.
- (b) The Website may include information related to Navia’s other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.
- (c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website. Individuals shall be directed to Navia’s online Privacy Policy, Privacy Notice, and Terms and Conditions regarding consent for collection, use, retention, disclosure, and disposal of information.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

- (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE OBLIGATIONS OF THE SECTIONS ENTITLED “INDEMNITY,” AND “CONFIDENTIALITY AND PROPRIETARY INFORMATION”. IF NAVIA IS FOUND LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.
- (b) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.

- (c) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the request of Employer.
- (d) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, severe inclement weather, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.2 INDEMNITY

- (a) Each Party (“Indemnitor”) shall indemnify, defend, and hold harmless the other Party, its Representatives, successors and permitted assigns (collectively, the “Indemnitee”) from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' Fees and expenses incurred in investigation or defense (“Damages”), to the extent such Damages arise out of or relate to the following:
 - i. Any negligent act or omission or willful misconduct by an Indemnitor, its Representatives or its Subcontractor; or
 - ii. Any material breach in a representation, covenant, or obligation of the Indemnitor contained in this Agreement.
- (b) Indemnitee shall give Indemnitor reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnitee must approve the terms of any settlement or compromise that may impose any un-indemnified or nonmonetary liability on Indemnitee.
- (c) Navia shall not be liable to Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of Navia.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party (“Plaintiff”) against the other more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.2 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.3 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.4 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.5 AGREEMENT

- (a) This Agreement, the Schedules, and any Exhibits reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.
- (b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction
- (c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- (d) This Agreement shall be governed by the applicable laws of Washington without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in King County, Washington.

7.6 NOTICES

- (a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:
- i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
 - ii. Over-night express courier,
 - iii. By hand delivery to such addresses, or
 - iv. Electronic mail with return receipt.
- (b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.7 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.8 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.9 ADVERTISING

Navia may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Navia will disclose any Employer Confidential Information.

7.10 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the “Plan” or “Plans”) for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

- 1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer’s sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia’s provision of Services under this Agreement does not relieve Employer of this obligation.
- 1.2. If applicable to the particular Plan, Navia will provide Navia’s standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer’s Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer’s responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.
- 1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer shall provide information in the format and method approved by Navia (consolidated spec file) In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia’s business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the

information is not timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting and shall ensure that any terminated employer contacts (human resources, payroll, broker contacts, or other Employer contacts with access to the Website) are immediately reported to Navia on the same day of the occurrence. Employer shall be responsible for any consequences of failing to report such terminations on the same day of the occurrence, including but not limited to the unauthorized disclosure of information to former Employer contacts. Navia is not “a person” who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia. Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible and shall be held harmless for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer’s failure to send data files.

- 1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia’s claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia’s standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.
- 1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer’s written request for such report or data. Employer is responsible for taking any

additional action permitted or required by law (e.g., including such amounts in income or garnishing wages consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer's acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

- 1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall grant Navia withdrawal authority over the account sufficient to enable it to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount received Employer shall transfer an amount necessary to fulfill its funding obligations under the applicable Plan(s). Navia will deposit these Employer funds into a separate account to facilitate the payment of claims. Any interest generated by Employer funds deposited into a separate account shall belong to Navia as reasonable compensation under this Agreement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will deliver interest in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable.

Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan. If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

- 1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.
- 1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.
- 1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.
- 1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

- 2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:
- 2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.
 - 2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.
 - 2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.
 - 2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations. If Employer instructs Navia to provide the benefit debit card to Employer's Health Reimbursement Arrangement participants for an HRA covering only expenses associated with the primary group medical plan, including but not limited to deductible, coinsurance, copay, or in verses out-of-network expenses, then the Employer shall defend, hold harmless, and indemnify Navia from and against any damages, liabilities, claims, costs, losses, regulatory fees, taxes, penalties, and expenses, including reasonable attorneys' fees, whether at arbitration, trial, on appeal, settlement, or otherwise including in any regulatory proceeding (herein collectively "Claims") relating to Employers directive to permit debit card functionality for the deductible only HRA.
 - 2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.
 - 2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.

2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary, for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

HEALTH REIMBURSEMENT ARRANGEMENT (“HRA”) SCHEDULE

This Service Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with HRA administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION

Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the online contribution report or submits an approved contribution report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of availability of the online contribution report, disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

2. RESPONSIBILITIES OF EMPLOYER

2.1. REPORTING

2.1.1. Employer shall report to Navia all new Covered Individuals, and all changes in employment or Covered Individual information, and all terminations of Covered Individuals from the Plan on the same day of such occurrence.

2.1.2. Employer is responsible to review and verify all Year-to-Date reports and the information therein, including Covered Individual benefit maximums, contributions and account balances.

2.2. FUNDING

For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year and Employer Deposit equal to the greater of \$1,000 or five percent (5%) of the projected annual benefit for the Plan (the “Deposit”). Such deposit shall not exceed \$5,000. Employer shall pay the Deposit within thirty (30)

days of receipt of the invoice. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Initial Setup Fee:

WAIVED

3.2. Annual Plan Fee:

\$150 annual fee for the Plan administration

3.3. Monthly Processing and Administration Fees:

3.3.1. \$15.00 per month per HRA Covered Individual (\$35/month minimum)

3.4. Enrollment form processing: \$4.00 per enrollment form received and processed.

3.5. Electronic Funds Transfer: \$10.00 per returned item from attempted deposit in Covered Employee account.

3.6. Electronic Funds Transfer: \$10.00 per failed direct debit from Employer account.

3.7. Summary Plan Description Fee: \$3.50 per Summary Plan Description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.

3.8. Summary of Benefits & Coverage Fee: \$3.50 per Summary of Benefits & Coverage printed and mailed to Employer or employees. Provided only upon Employer request.

3.9. Enrollment Meetings and Benefit Fairs: For on-site enrollment meetings and attendance at benefit fairs by Navia:

3.9.1. Employer shall pay to Navia \$75.00 per hour, or \$300.00 per eight-hour day, whichever is less;

3.9.2. Air travel and lodging expenses shall be charged to Employer at Navia's cost;

3.9.3. Automobile mileage is charged at \$.36/mile, plus \$37.50/hour driving travel time.

3.9.4. Air travel time is charged as a full day cost, of \$300.00 per day.

3.10. Plan Document Amendment and Restatement Fee: In the event that Employer wishes to make changes to the Plan, Employer shall pay to Navia the following Fees:

- 3.10.1. \$150 per amendment pertaining to general Plan design, eligibility, or benefits.
- 3.10.2. \$300 per restatement requested
- 3.11. Ad Hoc Reporting: \$75 per hour for manual reports not part of the Navia reporting suite.
- 3.12. Noncompliant File Processing Fee: \$150 per month

**OTHER BENEFIT PLAN ADMINISTRATION
FEDERAL COBRA ADMINISTRATION SCHEDULE**

Employer has independently concluded that one or more of its plans that provide medical care (“Health Plans”) are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), as subsequently amended. Consequently, Employer is required to perform certain acts in order to comply with COBRA.

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined by COBRA or as set forth in the Agreement.

As part of the Services, Navia will provide COBRA-related administrative assistance (the “COBRA Administration”) for designated Health Plans communicated in writing to Navia and as more particularly described in this Schedule below.

1. Responsibilities of Navia

- 1.1. Navia shall implement the COBRA Administration subject to the Plan Application and the direction and approval of Employer
- 1.2. Navia will distribute its standard COBRA General Notice by first class mail or other permitted distribution method to the last known address of each Eligible Employee and, when required by applicable law, the spouse or dependent as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete and send a COBRA General Notice from Employer. Navia will distribute its standard COBRA Specific Rights Notice and COBRA Election Form by first class mail or other permitted distribution method to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete the COBRA Election Form from Employer, or where applicable, from the Qualified Beneficiary.
- 1.3. Navia has no obligation to resend any COBRA General Notices, COBRA Specific Rights Notice, COBRA Election Forms, late payment reminders, termination notifications, or any other form, document, or communication that is returned undeliverable.
- 1.4. If Navia receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, Navia will send a notice of ineligibility by first class mail as soon as reasonably possible but no later than fourteen (14) days after receiving notice from such Qualified Beneficiary.
- 1.5. Navia will process the COBRA Election Forms submitted by Qualified Beneficiaries in accordance with applicable law and Employer’s instructions. Employer is responsible for providing all information not otherwise required to be provided by the

Qualified Beneficiary that Navia reasonably believes is necessary to process COBRA Election Forms.

- 1.6. Upon Employer's written request, Navia will send an open enrollment materials and open enrollment election form to the last known address of the Qualified Beneficiary to the extent Employer has provided the information necessary to complete and distribute the open enrollment election form. Upon Employer's written request, Navia will also process any mid-year changes in elections in accordance with Employer's Health Plan Document and applicable law.
- 1.7. Navia will notify the Qualified Beneficiary of the COBRA premium and the applicable due dates, as determined by Employer and the applicable due dates. s
- 1.8. Navia will collect premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable). All premiums collected by Navia in accordance with this Schedule will be deposited into a separate account for the use of paying premiums established for such purpose at a financial institution of Navia's choosing. Any interest generated on such account shall belong to Navia as reasonable compensation under this arrangement. Navia may use such funds for any legal purpose including, but not limited to, to offset any fees of the financial institution with respect to such account. To the extent that such interest (after deducting applicable fees) is not in excess of LIBOR plus 2-percent, Navia shall be entitled to retain such interest. Navia will return interest earned in excess of these permissible amounts to the Employer and the Employer agrees that it will use such amounts in accordance with applicable laws, including but not limited to ERISA when applicable. Premium payments collected by Navia shall at all times be the property of the Employer, and, notwithstanding any terms herein to the contrary, shall be held by Navia acting on behalf of the Employer, except that Navia shall be entitled to retain any interest earned on such payments as well as the 2% surcharge administrative fee paid by such COBRA QB. Navia will send to Employer all premiums collected in accordance with this Schedule, reduced by a 2% administration Fee, by the 20th day following the end of month in which the premiums were collected. Alternatively, Navia will remit collected premiums to appropriate third parties as directed in the New Plan Setup or upon prior written amendment or prior written instruction from Employer. Navia is not responsible for paying the balance of the carrier invoice. Navia shall remit premiums collected but is not responsible for any failure of payment of carrier invoice for premiums not collected.
- 1.9. Navia will send a notice by first class mail to the last known address of the Qualified Beneficiary indicating that COBRA coverage is terminating or has terminated. The notice of termination will be sent as soon as reasonably possible but no later than a reasonable amount of time after COBRA coverage has ended.
- 1.10. Navia will provide responses to inquiries by providers and/or insurance Carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided by Employer and maintained by Navia in accordance with this Schedule.
- 1.11. Navia will provide Employer with monthly remittance reports (an itemized status report of Qualified Beneficiaries). Employer is responsible for reviewing the report posted by Navia and notifying Navia of any errors of which it is aware within fourteen

days of the report being posted. Navia is not responsible for any errors due the Employer's failure to review reports within the required timeframe.

- 1.12. Navia has no responsibility for the payment or reimbursement of health care claims.
- 1.13. Navia may deposit all COBRA premiums it receives in a bank account from which Navia shall remit payments to the Employer as required or permitted under this Agreement. Navia will maintain an accounting of the premiums in the bank account that are allocable to the Employer, adjusted for the remittances and for the reduction for fees.
- 1.14. The scope of Navia's Services as it relates COBRA includes Qualified Beneficiaries who are receiving COBRA coverage at the Effective Date of this Agreement, Qualified Beneficiaries in their election period that have already received a specific rights notice, Qualified Beneficiaries who have experienced a qualifying event in the thirty days prior to the Effective Date, as well as Qualified Beneficiaries who experience Qualifying Events on or after the Effective Date of this Agreement.

2. Responsibilities of Employer

- 2.1. Employer shall timely provide the Plan Application and any other information necessary for Navia to satisfy its obligations hereunder.
- 2.2. Employer shall notify all relevant Carriers that Navia is the COBRA administrator before the effective date of the COBRA Administration.
- 2.3. It is Employer's sole responsibility to reconcile the Carrier invoice with the remittance report provided by Navia within thirty 30 days of receipt. Any errors resulting from the failure to do so will be the sole responsibility of Employer.
- 2.4. Employer will provide the required notice data to Navia within 30 days of the date of COBRA Qualifying Event that is due to:
 - 2.4.1. Divorce or legal separation.
 - 2.4.2. Child reaching the limiting age.
 - 2.4.3. Termination of an employee's employment.
 - 2.4.4. Reduction in an employee's hours that results in a loss of coverage under the Health Plan.
 - 2.4.5. Employee's death; or
 - 2.4.6. Employee's entitlement to Medicare that results in a loss of coverage under the Health Plan for the employee's spouse or dependent child.
 - 2.4.7. Knowledge of second qualifying event, notice of disability determination and notice of change in disability status.
 - 2.4.8. If Employer does not provide Navia the complete required notice data until after the 30 - day period expires, Navia will provide the Qualified Beneficiaries their Specific Rights Notice within fourteen (14) days after receiving the data, but subject to the following condition: if a Qualified Beneficiary timely elects COBRA, Employer will have sole responsibility (a) for any adverse consequences (including, for example, a Carrier's refusal to provide coverage or a stop-loss insurer's refusal to reimburse claims because the Carrier or insurer deems Employer to have provided untimely notice under

COBRA) and (b) for ensuring the availability of continuation coverage to the Qualified Beneficiary for the maximum coverage period under COBRA.

- 2.5. Employer will notify Navia, in writing, of the premium rates and will do so at least forty-five (45) days before their effective date. If Employer notifies Navia of new premium rates less than forty-five (45) days before their effective date, Navia may defer implementing the new premium rates to the first day of the first month that occurs more than forty-five (45) days after Employer’s notification to Navia. In the event Employer fails to timely report new premium rates to Navia, Employer shall be liable for any resulting consequences, including, but not limited to, funding any premium shortfall, reinstating coverage, or other negative consequence.
- 2.6. If the Carrier requires premium rate payment information within a specific timeframe, it is Employer’s responsibility to independently obtain the information from the Website and to provide it to the Carrier.
- 2.7. Employer will promptly notify Navia in writing when Employer becomes aware of address changes of its employees, their spouses, and/or dependent children who are receiving continuation coverage. Navia shall not be responsible for any consequences caused by Employer’s failure to promptly notify Navia up address changes.
- 2.8. Employer will promptly notify Navia in writing if it becomes aware that a Qualified Beneficiary who is receiving continuation coverage:
 - 2.8.1. has become entitled to Medicare;
 - 2.8.2. has become covered by another Employer’s group Health Plan;
 - 2.8.3. has been determined to be disabled by the Social Security Administration;
 - 2.8.4. has been determined to be no longer disabled by the Social Security Administration;
 - 2.8.5. has become divorced or legally separated; or
 - 2.8.6. no longer is a dependent child according to the terms of the Health Plan.
- 2.9. Employer will promptly notify Navia in writing when the Employer is no longer subject to COBRA.
- 2.10. Employer has the responsibility to pay, or to cause to be paid, all excise taxes required under Internal Revenue Code section 4980B, as and when required, and to file, or to cause to be filed, IRS Form 8928, as and when required.

3. FEES

The COBRA Services are based on the number benefit eligible Employees. The monthly administration Fee is based on the benefit eligible Employee count (“Count”) calculated at the start of each service year and updated upon renewal. Navia reserves the right to update the Count quarterly.

COBRA Fees	
Guarantee Period	07/31/2023
Participant Count Increase ¹	10%
Initial Set-Up Fee	WAIVED

Annual Fees	WAIVED
Base Monthly Administration Fee	Included with MERP fees
Per Enrolled QB Fee	\$5.00
2% COBRA Administration Fee ²	Retained or Invoiced by Navia
Miscellaneous Fees	
Manual Data Entry Fee	\$5.00 per Qualified Beneficiary entered
Noncompliant File Processing Fee	35% the total monthly administration fee
Special Handling ³	\$15.00 per occurrence plus postage
Offboarding Fees	Equal to the last month's administration fees
Optional Services/Fees	
Mass mailing of initial general notice to all active employees and covered spouses.	\$3.00 per notice.
Open Enrollment Services	\$20 Fee per kit mailed plus postage

¹If updated counts are not received by the plan renewal date then Navia shall assume a 10% increase from the previous year.

²If this Fee is not added to the COBRA rates or paid by Qualified Beneficiaries, Navia will invoice Employer for the 2% COBRA Fee. If Employer subsidizes the COBRA premium, Navia will deduct the 2% from the monthly remittance or invoice Employer for the additional amount.

³Includes rush notices, non-standard shipping, Employer invoicing of COBRA premiums, etc.)

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA'), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

- 1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2. Business Associate. "Business Associate" shall mean Navia Benefit Solutions, Inc. ("Navia").
- 1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).
- 1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.5. HHS. "HHS" shall mean the Department of Health and Human Services.
- 1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.9. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.

- 1.12. Secretary. “Secretary” shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.
- 1.13. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.
- 1.14. Security Rule. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.
- 1.15. Standards for Electronic Transactions Rule. “Standards for Electronic Transactions Rule” means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- 1.16. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR 160.103.
- 1.17. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning given the term “unsecured protected health information” in 45 CFR 164.402.

2. Obligations and Activities of Business Associate

- 2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual’s authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.
- 2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.
- 2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.
- 2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.
- 2.6. Notice of a Breach shall include, to the extent possible the following:
 - 2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
 - 2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
 - 2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).
 - 2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.

- 2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.
- 2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.
Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Business Associate and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Business Associate selects, including through e-mail. Business Associate's obligation to report under this Section is not and will not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any Use, Disclosure, or Security Incident.
- 2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.
- 2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule
- 2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.
- 2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order

- to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.
 - 2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.
 - 2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
 - 2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.
 - 2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules
 - 2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.

3. **Permitted Uses and Disclosures by Business Associate**

- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.
- 3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the information has been Breached.
- 3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

- 3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).
- 3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

- 5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

- 6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, is infeasible. Therefore, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;
2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;
3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;
4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;
5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;
6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;
9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or

destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AMERICAN RESCUE PLAN ACT OF 2021 FUNDING DISCUSSION
DATE: SEPTEMBER 28, 2021

ISSUE

Should the City Council provide direction to staff regarding a strategy to expend the American Rescue Plan Act funding?

BACKGROUND

The American Rescue Plan Act of 2021 (ARPA) or also known as, COVID-19 Stimulus Package was enacted on March 11, 2021 by the 117th United State Congress and signed into law by President Joe Biden to speed up the recovery from economic and health effects of the COVID-19 pandemic. Cities and towns that serve populations under 50,000 and did not receive a direct allocation form the U.S. Treasury, are eligible to receive funds to respond to the COVID-19 emergency and mitigate the fiscal effects of COVID-19. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

The City of Mendota (City) has been categorized in the “Small City Allocations for Non-Entitlement Units of Local Government (NEU). The City needed to submit a request to the state and provide information outlined in recent Treasury guidance as summarized in the Application Process. Pursuant to the Act, the amount distributed to these entities is capped at 75 percent of the entity’s operating budget as of January 27, 2020. The City’s allocation is \$2,753,676 and has received half of the allocation of \$1,376,838. The City has expended \$439,972.49 for premium pay to employees who worked during the start of the pandemic. The City has a balance of \$936,865.51. The second half of the allocation is set to be sent to the City in May 2022.

ANALYSIS

As a recipient of the funding, the City has substantial discretion to use the award fund in the ways that best suit the needs of our community, as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts.
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work.
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues

collected in the most recent full fiscal year of the recipient prior to the emergency;
and

4. To make necessary investments in water, sewer, or broadband infrastructure.

There are further categories within each of the four statutory categories listed above. I have attached the FAQ from the Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021.

The Rojas-Pierce Park Expansion Project is a project that I am proposing to City Council to consider in using ARPA funds. The next phase of this project that the City is trying to accomplish will be \$1,358,100. This next phase will include lighting of the new soccer field and baseball field & retrofitting the existing baseball field (approximately \$858,100) and a new restroom/concession building and utilities (approximately \$500,000). We will have (3) funding sources to provide 80% of total project cost leaving a \$271,836.08 deficit. The first funding source will be from the County of Fresno's Community Development Block Grant (CDBG) Program. This coming December 2021, our agreement with the County of Fresno CDBG Program should be finalized. We are expected to have \$572,222 of (3) fiscal years of funding. Our second source of funding will be from the State's CDBG Program Income (PI). Earlier this year, the City held a public meeting to discuss \$326,100 of CDBG PI that is currently in the City's coffers. The third funding source will be from the California Department of Parks and Recreation Per Capita Program. The City's allocation is \$187,921.92.

As mentioned before, there are further categories within each of the four statutory categories. On the FAQ, for category #2, eligible uses – responding to the public health emergency/negative economic impacts, would investments in improving outdoor spaces (e.g., parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? The response is there are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

If the City Council approves to expend \$271,836.08 to install new lighting at the soccer field/new baseball diamond, retrofit the existing baseball diamond lights, build new restrooms/concession building and utilities, the remaining funds would be \$665,029.43 from the first installment. The second installment would be sent to the City in May 2022, bringing a total of \$2,041,867.43.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council provide direction to staff regarding a strategy to expend the American Rescue Plan Act funding.

Attachment(s):

1. Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 - FAQ

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

¹ The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an

approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients

required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule’s framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:

- Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury’s Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury’s Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury’s Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury’s Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury’s Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient's cost of funding. A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current

wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a “[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works.” Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA’s [Overview of Clean Water State Revolving Fund Eligibilities](#), “Stormwater projects must have a water quality benefit.” Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on usaspending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury's guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

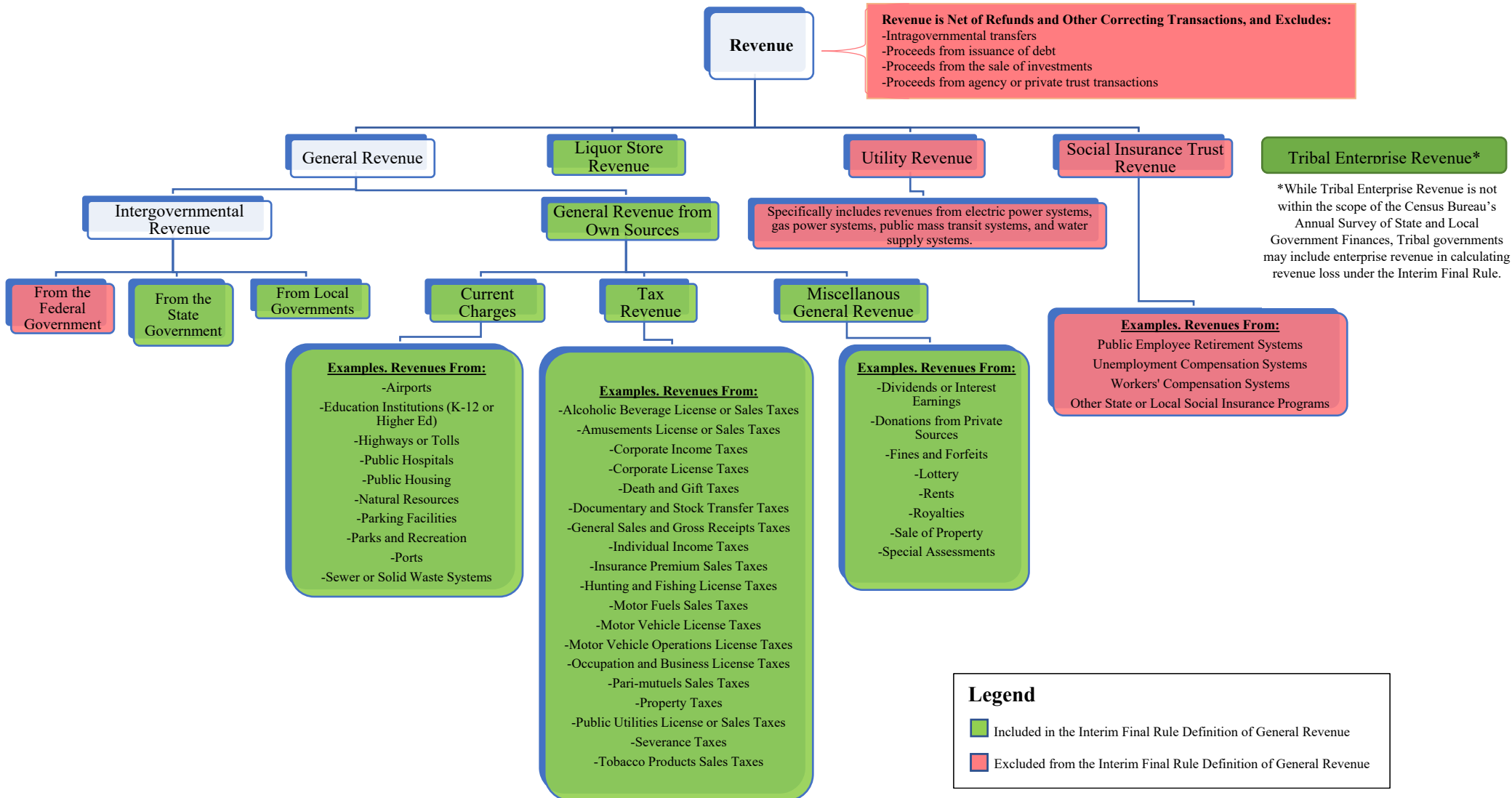
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE EXECUTION OF A LICENSING AGREEMENT WITH GOVINVEST SOFTWARE FOR TRANSPARENT SOLUTIONS FOR PENSION, LABOR COSTING, AND FINANCIAL MODELING
DATE: SEPTEMBER 28, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-77, authorizing the execution of a licensing agreement with GovInvest Software (“GovInvest”) for transparent solutions for pension, labor costing, and financial modeling?

BACKGROUND

GovInvest is a cloud-based software that provides actuarial valuations and expert consulting to assist government agencies to predict the impacts of pension plans, post-employment benefits, labor costing, and financial modeling. This software program uses real time data and quickly translates actuarial analysis to allow management staff and elected officials to make informed decisions concerning employees’ benefits, including their long-term impacts. GovInvest software is a proprietary product that does not have a present competitor.

ANALYSIS

Staff has considered the need and value of GovInvest and has concluded that the product will provide user-friendly, real-time information for understanding the implications ranging from hiring decisions to pension obligations. Further this product will be an effective tool in labor negotiations as it will provide the implications, from the proposed/requested items, on the budget in the short and long term.

One of the biggest concerns regarding pensions for all participating public agencies is the unfunded liability. Before the 2008 downturn in the economy, pension plans had adequate funding to pay benefits to current and future employees. However, after the stock market dropped, many pension plans were facing a major gap between benefits that were owed to current and future retirees compared to the amount of money the plan had to meet their responsibilities. This gap is referred to as the “unfunded liability”. If one of the many goals of the City Council is to research if all full-time employees will be able to participate in the City’s CalPERS program in the future, and to determine we are fiscally able to, then we should start to plan a strategy on how we are going to achieve that goal. GovInvest is a great tool that provides transparency in the process of researching and understanding of the impacts of compensation decisions and the allocation of City funds. Staff will be able to develop a long-term plan to

address the City's unfunded liabilities in pension obligations and utilize the new technology to improve the City's operations.

The labor costing and financial modeling modules will assist in the City's operations with minimizing budget preparation time, reducing manual operations, and providing long-term financial forecasting. The budget preparation is a tedious and lengthy process for all departments. With GovInvest, staff will be able to run multiple scenarios in the software to better analyze the potential outcomes and be able to show the long-term effects, if any, on the City's finances. Challenges that staff have faced in the past is presenting the cost analysis of labor negotiations, pensions, and other expenditures in a concise manner to the City Council. The challenges are not from being uninformed or uneducated, but instead from trying to simply the complex data into a comprehensible report in a timely manner. This program will allow staff to provide complex data into a simplified format that is easily to understand.

The annual services will include monthly webinars with public finance experts, hands on personal support with dedicated support members, new features, and system data updates. Staff will be able to provide budget-to-actual reports, project retirement costs on proposals, and analyze bargaining units long term costs and the effects of agreeing to any proposals received.

FISCAL IMPACT

\$13,000.00. General, Water, and Sewer Fund for this current fiscal year; Year 1 of the 3-year agreement with 5% annual increase.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-77, authorizing the execution of a licensing agreement with GovInvest Software for transparent solutions for pension, labor costing, and financial modeling.

Attachment(s):

1. GovInvest Licensing Agreement
2. Resolution No. 21-77

SaaS Licensing Agreement



Attention: City of Mendota, CA

Prepared by: Nadia James

September 24th, 2021

Summary of Services and Implementation

Customer:

Cristian Gonzalez, City Manager
643 Quince St.
Mendota, CA 93640
cristian@cityofmendota.com
(559) 655-4298

Services:

Service Capacity: Use of the Standard Pension Module, the Labor Costing Module and the Financial Modeling Module of the Total Liability Calculator (the “Service(s)”).

Service Fees:

Pension Module: \$4,334 per year
Labor Costing Module: \$4,333 per year
Financial Modeling Module: \$4,333 per year

Annual fee will increase by the greater of the US CPI or 5% each consecutive year, and payable in advance subject to the terms of Section 4 herein.

Initial Term: 3 years from Agreement Effective Date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in accordance with the terms herein, and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Pension Module (One-Time): WAIVED
Labor Costing Module (One-Time): WAIVED
Financial Modeling Module (One-Time): WAIVED

TOTAL SERVICE FEES: \$39,000

SERVICE AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this ____ day of _____, 2021 (the “Effective Date”) between GovInvest, Inc. (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Summary of Services and Implementation, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation or similar form, even if signed by the parties before or after the date hereof.

GovInvest Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Mendota

By: _____
Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer’s account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Further, Customer shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.
- 2.3 We utilize Microsoft Power BI to provide you certain aspects of the Services. Customer is responsible for its compliance with the Microsoft Online Services Terms that apply to the Power BI product, available at <https://www.microsoft.com/en-us/licensing/product-licensing/products>.

- 2.4 Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney’s fees) in connection with any claim or action that arises from Customer’s failure to comply with the terms of this Agreement or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Customer’s use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.
3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**
- 3.1 One party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data (“Customer Data”) provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.
- 3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Customer’s use of the Services, including but not limited to, any data, materials, information, and reports (“Analytics”) and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Summary of Services and Implementation in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth in the Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company’s net income.

4.3 Services may be provided outside the scope encompassed within the “Summary of Services and Implementation”. Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer.

4.4 Company may incur business license fees that are mandated by Customer. Customer agrees to reimburse Company for said fees.

4.5 Company may incur costs for adding Customer as additional insured to Company’s existing insurance policies in order to comply with Customer’s insurance requirements. Customer agrees to reimburse Company for said costs.

4.6 Company may incur costs for providing a waiver of subrogation in relation to Company’s existing insurance policies in order to comply with Customer’s insurance requirements. Customer agrees to reimburse Company for said costs.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, the Initial Term of this Agreement shall be for a period specified in the Summary of Services and Implementation (the “Initial Term”). Upon the expiration of the Initial Term, this agreement shall automatically renew for additional periods of the same duration as the Initial Term (each a “Renewal Term”). The Initial Term and the Renewal Term are collectively referred to herein as the “Term.”

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit C. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE

RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Customer 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT B
Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays (“Support Hours”).

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT C
Disclaimer of Software Analysis

Company will use census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. Company will rely on this information without audit. Company does not set actuarial assumptions.

Company will provide software with financially sound projections and analysis, but does not guarantee compliance with actuarial standards for funding and accounting purposes under Government Accounting Standards Board or Generally Accepted Accounting Principles.

The software will not be prepared in accordance with the actuarial standards of practice or actuarial compliance guidelines as promulgated by the American Academy of Actuaries nor will outputs constitute a Statement of Actuarial Opinion. Software results are not suitable for financial reporting purposes.

While the software is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE EXECUTION OF A LICENSING AGREEMENT
WITH GOVINVEST SOFTWARE FOR
TRANSPARENT SOLUTIONS FOR PENSION,
LABOR COSTING, AND FINANCIAL
MODELING**

RESOLUTION NO. 21-77

WHEREAS, GovInvest Software (“GovInvest”) is the sole source owner and developers of the software suite including the Total Liability Calculator that features Pension, Retiree Health, Labor Costing platforms and financial modeling; and

WHEREAS, using GovInvest’s software the City of Mendota (“City”) will be able to be efficient and transparent in communicating complex tables with interactive visuals and continuous forecasting with pension, labor costing and financial modeling; and

WHEREAS, the GovInvest software will be beneficial to the City’s fiscal management which will assist with making important decisions using short and long-term financial forecasting and budget to actual presentation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City authorizes the execution of a licensing agreement with GovInvest Software for transparent solutions for pension, labor costing and financial modeling.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of September, 2021, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Celeste Cabrera-Garcia, City Clerk

**Animal Control
Montly Log**

August 2021

LOCATION	DATE	TYPE	BREED / DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSTION & DATE	CASE DISPOSTION	OFFENSE	FINE
760 LOLITA ST	8/3/2021	ANIMAL COMPLAINT	BLK LG DOG	M	UNK	NO	DOG RAN AWAY ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
MEPD	8/4/2021	ANIMAL COMPLAINT	BRN CHIHUAHUA	F	UNK	NO	DOG NOT IN OUR CARE	NECESSARY ACTION TAKEN	N/A	\$0.00
56 QUIROGA ST	8/4/2021	ANIMAL COMPLAINT	RABBITS	UNK	56 QUIROGA	NO	RABBITS PUT AWAY	NECESSARY ACTION TAKEN	N/A	\$0.00
7TH / LOLITA ST	8/5/2021	ANIMAL COMPLAINT	BLK LG DOG	F	UNK	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
542 CANTU ST	8/5/2021	ANIMAL COMPLAINT	BRN DOG	M	UNK	NO	DECEASED	NECESSARY ACTION TAKEN	N/A	\$0.00
8TH/ STAMOULES	8/9/2021	ANIMAL COMPLAINT	2 GERMAN SHEP/ 4 PUPPIES	F/M	UNK	YES (6)	FHAS RESCUE	NECESSARY ACTION TAKEN	1ST	\$100.00
1791 9TH ST	8/9/2021	ANIMAL COMPLAINT	2 BIG DOGS	F/M	UNK	NO	DOGS PUT AWAY BY OWNER	WARNING	N/A	\$0.00
OLLER/ 5TH	8/9/2021	ANIMAL COMPLAINT	DEAD DOG	UNK	UNK	NO	DOG DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
QUINCE/ BELMONT	8/10/2021	ANIMAL COMPLAINT	DEAD CAT	UNK	UNK	NO	CAT DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
1155 PUCHEU	8/10/2021	ANIMAL COMPLAINT	PACK OF 4 DOGS	M/ F	CRISTIANO VILLANUEVA	NO	DOGS PUT AWAY BY OWNER	CITE	N/A	\$200.00
342 L ST	8/10/2021	ANIMAL COMPLAINT	DEAD DOG	UNK	UNK	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
2ND / H ST	8/13/2021	ANIMAL COMPLAINT	BRN GERMAN SHEPARD	M	UNK	NO	DOG RAN AWAY	NECESSARY ACTION TAKEN	N/A	\$0.00
926 2ND ST	8/13/2021	ANIMAL COMPLAINT	BRN GERMAN SHEPARD	M	UNK	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
800 GARCIA	8/16/201	ANIMAL COMPLAINT	HUSKY	M	UNK	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
310 GOMEZ ST	8/17/2021	LOST/FOUND ANIMAL	BLK DOG	F	MALE	NO	RETURNED TO OWNER	CITE	1ST	\$100.00
GURROLA / HOLMES	8/18/2021	ANIMAL COMPLAINT	BLK CAT	M	UNK	NO	DECEASED	NECESSARY ACTION TAKEN	N/A	\$0.00
655 BASS AVE	8/19/2021	ANIMAL COMPLAINT	BLK WHITE HUSKY MIX	M	UNK	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
566 QUINCE ST	8/19/2021	ANIMAL COMPLAINT	BLK CAT	M	EDUARDO ABARCA	NO	DECEASED	REPORT TO FOLLOW	N/A	\$0.00
572 NAPLES	8/24/2021	ANIMAL COMPLAINT	BLK/ WHT SHEEP DOG	F	UNK	YES	DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
766 I ST	8/25/2021	ANIMAL COMPLAINT	2 BIG DOBERMEN	M/F	UNK	NO	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
317 J ST	8/25/2021	ANIMAL COMPLAINT	SEVERAL CATS	UNK	UNK	NO	FERREL CATS	NECESSARY ACTION TAKEN	N/A	\$0.00
260 FLEMMING AVE	8/25/2021	ANIMAL COMPLAINT	UNK	UNK	VALARIE	NO	STAYED WITH OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
1100 BLK OLLER ST	8/26/2021	ANIMAL COMPLAINT	BLK CAT	UNK	UNK	NO	DECEASED	NECESSARY ACTION TAKEN	N/A	\$0.00
600 BLK JUANITA ST	8/26/2021	ANIMAL COMPLAINT	BLK GERMAN SHEPARD MIX	F	MARIA GAMEZ	YES	DOG POUND	NECESSARY ACTION TAKEN	1ST	\$100.00
									TOTAL:	\$500.00

**Code Enforcement
Monthly Log**

August 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
218 OLLER ST	COMMUNITY CONTACT	8/1/2021	N/A	COMPLETE	\$0.00
RIOS / GARCIA ST	VEHICLE CHECK	8/1/2021	N/A	CITE	\$50.00
629 LOZANO ST	VEHICLE CHECK	8/1/2021	N/A	CITE	\$100.00
2099 7TH ST	COMMUNITY CONTACT	8/1/2021	N/A	COMPLETE	\$0.00
720 OLLER ST	COMMUNITY CONTACT	8/1/2021	N/A	COMPLETE	\$0.00
912 MARIE ST	REFUELING	8/1/2021	N/A	COMPLETE	\$0.00
1725 7TH ST	COMMUNITY CONTACT	8/1/2021	N/A	COMPLETE	\$0.00
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	8/3/2021	N/A	COMPLETE	\$0.00
311 BLANCO ST	VEHICLE CHECK	8/4/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
643 LOZANO ST	VEHICLE CHECK	8/4/2021	N/A	CITE / TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	8/4/2021	N/A	COMPLETE	\$0.00
637 GAXIOLA ST	PARKING CITE	8/4/2021	N/A	CITE	\$50.00
341 BLANCO ST	VEHICLE CHECK	8/4/2021	N/A	CITE / TOWED	\$50.00
173 PETRY ST	VEHICLE CHECK	8/4/2021	8/8/2021	TAG	\$0.00
693 LOZANO ST	MUNI CODE VIOLATION	8/4/2021	N/A	WARNING	\$0.00
LOZANO / HERNANDEZ ST	PARKING CITE	8/4/2021	N/A	CITE	\$50.00
325 NAPLES ST	VEHICLE NUISANCE	8/5/2021	N/A	GONE ON ARRIVAL	\$0.00
1580 11TH ST	MUNI CODE VIOLATION	8/5/2021	N/A	CITE	\$200.00
9TH / QUINCE ST	PARKING CITE	8/5/2021	N/A	CITE	\$50.00
1025 PUCHEU ST	VEHICLE CHECK	8/5/2021	N/A	CITE / TOWED	\$50.00
617 LOZANO ST	VEHICLE CHECK	8/5/2021	8/9/2021	TAG	\$0.00
241 TUFT ST	VEHICLE CHECK	8/5/2021	N/A	CITE / TOWED	\$50.00
720 OLLER ST	COMMUNITY CONTACT	8/6/2021	N/A	COMPLETE	\$0.00
CHOWCHILLA	MISC. INVESTIGATION	8/6/2021	N/A	COMPLETE	\$0.00
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	8/7/2021	N/A	COMPLETE	\$0.00
1100 2ND ST #38	FOLLOW UP	8/7/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
RIOS / GARCIA ST	VEHICLE CHECK	8/7/2021	N/A	CITE	\$50.00
912 MARIE ST	REFUELING	8/8/2021	N/A	COMPLETE	\$0.00
NAPLES / 2ND ST	VEHICLE CHECK	8/8/2021	N/A	CITE / TOWED	\$50.00
LA COLONIA	PATROL CHECK	8/8/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC. INVESTIGATION	8/9/2021	N/A	COMPLETE	\$0.00
649 4TH CT	CITIZEN ASSIST	8/9/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	8/9/2021	N/A	COMPLETE	\$0.00
837 OLLER ST	COMMUNITY CONTACT	8/9/2021	N/A	COMPLETE	\$0.00
578 LOLITA ST	FOLLOW UP	8/9/2021	N/A	COMPLETE	\$0.00

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519 LOLITA ST	FOLLOW UP	8/9/2021	N/A	COMPLETE	\$0.00
1081 PUCHEU ST	VEHICLE CHECK	8/10/2021	8/14/2021	TAG	\$0.00
MEPD	LOBBY TRAFFIC	8/10/2021	N/A	COMPLETE	\$0.00
350 RIOS ST	PARKING CITE	8/10/2021	N/A	CITE	\$50.00
279 J ST	VEHICLE CHECK	8/11/2021	N/A	CITE X2	\$200.00
FOOD CENTER	COMMUNITY CONTACT	8/11/2021	N/A	COMPLETE	\$0.00
SONORA MARKET	MUNI CODE VIOLATION	8/11/2021	N/A	CITE	\$200.00
10TH / PUCHEU ST	VEHICLE CHECK	8/11/2021	N/A	CITE / TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	8/11/2021	N/A	COMPLETE	\$0.00
111 BELMONT AVE	MUNI CODE VIOLATION	8/12/2021	N/A	CITE x2	\$200.00
CITY HALL	COMMUNITY CONTACT	8/12/2021	N/A	COMPLETE	\$0.00
6TH / MARIE ST (ALLEY)	MUNI CODE VIOLATION	8/12/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
8TH / OLLER ST	COMMUNITY CONTACT	8/12/2021	N/A	COMPLETE	\$0.00
460 RIO FRIO ST	VEHICLE CHECK	8/12/2021	N/A	CHECKS OKAY	\$0.00
297 SANTA CRUZ ST	VEHICLE CHECK	8/12/2021	N/A	CITE X3	\$150.00
745 I ST	VEHICLE CHECK	8/12/2021	N/A	CITE	\$100.00
CITY HALL	COMMUNITY CONTACT	8/13/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	8/13/2021	N/A	COMPLETE	\$0.00
2ND / MARIE	FIRE	8/13/2021	N/A	TOT CAL FIRE	\$0.00
KERMAN	DETAIL-SPECIAL DETAIL	8/13/2021	N/A	COMPLETE	\$0.00
912 MARIE ST	REFUELING	8/14/2021	N/A	COMPLETE	\$0.00
McCABE ELEMENTARY	COMMUNITY CONTACT	8/14/2021	N/A	COMPLETE	\$0.00
SMOOT / DERRICK AVE	VEHICLE CHECK	8/14/2021	N/A	WARNING	\$0.00
654 LOZANO ST	PATROL CHECK	8/14/2021	N/A	COMPLETE	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	8/14/2021	N/A	CITE	\$100.00
LA COLONIA	PATROL CHECK	8/14/2021	N/A	COMPLETE	\$0.00
BELMONT AVE	PATROL CHECK	8/15/2021	N/A	COMPLETE	\$0.00
HWY 33 / NAPLES ST	COMMUNITY CONTACT	8/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
LOZANO / PEREZ ST	VEHICLE CHECK	8/15/2021	N/A	CITE	\$50.00
GOMEZ / GARCIA ST	VEHICLE CHECK	8/15/2021	N/A	CITE / TOWED	\$50.00
261 I ST	MUNI CODE VIOLATION	8/16/2021	N/A	WARNING	\$0.00
612 L ST	PARKING CITE	8/16/2021	N/A	CITE	\$50.00
400 BANDONI CT	VEHICLE CHECK	8/16/2021	8/20/2021	TAG	\$0.00
271 ESPINOZA ST	MUNI CODE VIOLATION	8/16/2021	N/A	CITE	\$25.00
210 GREGG CT	VEHICLE CHECK	8/16/2021	N/A	CITE / TOWED	\$50.00
766 DERRICK AVE	COMMUNITY CONTACT	8/17/2021	N/A	NECESSARY ACTION TAKEN	\$0.00

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800 GARCIA ST	COMMUNITY CONTACT	8/17/2021	N/A	COMPLETE	\$0.00
6TH / QUINCE ST	COMMUNITY CONTACT	8/18/2021	N/A	COMPLETE	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	8/18/2021	N/A	CITE	\$100.00
ROJAS PIERCE PARK	COMMUNITY CONTACT	8/18/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	8/18/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	8/18/2021	N/A	COMPLETE	\$0.00
647 PEREZ ST	VEHICLE CHECK	8/18/2021	N/A	CHECKS OKAY	\$0.00
OLLER / 3RD ST	COMMUNITY CONTACT	8/18/2021	N/A	COMPLETE	\$0.00
585 J ST	VEHICLE CHECK	8/18/2021	N/A	CITE / TOWED	\$50.00
261 FLEMMING AVE	VEHICLE CHECK	8/19/2021	N/A	CHECKS OKAY	\$0.00
1909 JENNINGS ST	PARKING CITE	8/19/2021	N/A	CITE	\$50.00
LA COLONIA	PATROL CHECK	8/19/2021	N/A	COMPLETE	\$0.00
344 ROSALES LN	MUNI CODE VIOLATION	8/19/2021	8/24/2021	WARNING	\$0.00
MEPD	LOBBY TRAFFIC	8/19/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
800 GARCIA ST	VEHICLE CHECK	8/19/2021	N/A	CHECKS OKAY	\$0.00
11TH / OLLER ST	PATROL CHECK	8/19/2021	N/A	COMPLETE	\$0.00
796 UNIDA ST	MUNI CODE VIOLATION	8/19/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	8/19/2021	N/A	CITE	\$50.00
FRESNO	MISC. INVESTIGATION	8/20/2021	N/A	COMPLETE	\$0.00
SONORA MARKET	MUNI CODE VIOLATION	8/20/2021	N/A	CITE	\$500.00
PIZZA FACTORY (ALLEY)	MUNI CODE VIOLATION	8/20/2021	N/A	CITE	\$100.00
OXNARD / MALDONADO ST	VEHICLE CHECK	8/20/2021	8/24/2021	TAG X2	\$0.00
912 MARIE ST	REFUELING	8/20/2021	N/A	COMPLETE	\$0.00
SUBWAY PARKING LOT	VEHICLE CHECK	8/20/2021	8/24/2021	TAG	\$0.00
11TH / OLLER ST	PATROL CHECK	8/21/2021	N/A	COMPLETE	\$0.00
LA COLONIA	PATROL CHECK	8/21/2021	N/A	COMPLETE	\$0.00
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	8/21/2021	N/A	COMPLETE	\$0.00
AIRPORT / 9TH ST	VEHICLE CHECK	8/21/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
566 QUINCE ST	FOLLOW UP	8/21/2021	N/A	COMPLETE	\$0.00
835 RIO FRIO ST	MUNI CODE VIOLATION	8/21/2021	N/A	WARNING	\$0.00
LA COLONIA	PATROL CHECK	8/22/2021	N/A	COMPLETE	\$0.00
BELMONT AVE	PATROL CHECK	8/22/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	PATROL CHECK	8/22/2021	N/A	COMPLETE	\$0.00
611 PEACH AVE	VEHICLE NUISANCE	8/23/2021	8/27/2021	TAG	\$0.00
270 GREGG CT	PARKING CITE	8/23/2021	N/A	CITE X3	\$150.00
230 GREGG CT	MUNI CODE VIOLATION	8/23/2021	N/A	CITE	\$200.00

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215 LUA AVE	PARKING CITE	8/23/2021	N/A	CITE	\$50.00
237 PUCHEU ST	VEHICLE CHECK	8/23/2021	N/A	CITE / TOWED	\$50.00
SUBWAY (ALLEY)	VEHICLE CHECK	8/23/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
408 BANDONI CT	ABANDONED VEH	8/24/2021	8/28/2021	CITE / TAG	\$50.00
261 I ST	VEHICLE CHECK	8/24/2021	N/A	CITE X3	\$150.00
MARIE / 2ND ST	COMMUNITY CONTACT	8/24/2021	N/A	COMPLETE	\$0.00
1000 2ND ST	PARKING CITE	8/24/2021	N/A	CITE	\$50.00
SMOOT / SORENSON AVE	VEHICLE NUISANCE	8/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
201 SORENSON	MISC. INVESTIGATION	8/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1161 OLLER ST	MUNI CODE VIOLATION	8/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
270 GREGG CT	VEHICLE CHECK	8/26/2021	N/A	CITE / TOWED	\$50.00
FRESNO	MISC. INVESTIGATION	8/26/2021	N/A	COMPLETE	\$0.00
270 GREGG CT	VEHICLE CHECK	8/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
260 GREGG CT	PARKING CITE	8/26/2021	N/A	CITE	\$25.00
OLLER / 2ND ST	COMMUNITY CONTACT	8/26/2021	N/A	COMPLETE	\$0.00
643 JUANITA ST	MUNI CODE VIOLATION	8/26/2021	N/A	CITE	\$100.00
9TH / OLLER ST	COMMUNITY CONTACT	8/27/2021	N/A	COMPLETE	\$0.00
317 BLANCO ST	VEHICLE CHECK	8/27/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
218 OLLER ST	COMMUNITY CONTACT	8/27/2021	N/A	COMPLETE	\$0.00
QUINCE / 5TH ST	VEHICLE CHECK	8/27/2021	N/A	CITE / TOWED	\$50.00
OXNARD / MALDONADO ST	VEHICLE CHECK	8/27/2021	N/A	CITE / TOWED	\$50.00
LA COLONIA	PATROL CHECK	8/28/2021	N/A	COMPLETE	\$0.00
GUILLEN PARKWAY	PATROL CHECK	8/28/2021	N/A	COMPLETE	\$0.00
BELMONT AVE	PATROL CHECK	8/28/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	PATROL CHECK	8/28/2021	N/A	COMPLETE	\$0.00
7TH / PUCHEU ST	VEHICLE CHECK	8/28/2021	9/1/2021	TAG	\$0.00
HWY 180 / GUILLEN PARKWAY	PATROL CHECK	8/28/2021	N/A	COMPLETE	\$0.00
RIOS/ GARCIA	VEHICLE CHECK	8/28/2021	N/A	CITED	\$50.00
PEREZ/ LOZANO	VEHICLE CHECK	8/28/2021	N/A	CITED/ TOWED	\$50.00
367 QUINCE	COMMUNITY CONTACT	8/29/2021	N/A	COMPLETE	\$0.00
912 MARIE ST	REFUELING	8/29/2021	N/A	COMPLETE	\$0.00
LOZANO/ RIOS	VEHICLE CHECK	8/29/2021	N/A	CITE/ TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	8/30/2021	N/A	COMPLETE	\$0.00
642 PUCHEU	COMMUNITY CONTACT	8/30/2021	N/A	COMPLETE	\$0.00
230 FLEMMING	MUNI CODE VIOLATION	8/30/2021	N/A	CITED	\$100.00
297 VALENZUELA	MUNICODE	8/30/2021	N/A	CITED	\$200.00

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250 MALDONADO	MUNI CODE VIOLATION	8/30/2021	N/A	CITED	\$100.00
1297 OLLER	COMMUNITY CONTACT	8/31/2021	N/A	COMPLETE	\$0.00
1590 11 ST	MUNI CODE VIOLATION	8/31/2021	N/A	CITED	\$200.00
1891 8TH ST	SUPICIOUS VEHICLE	8/31/2021	N/A	TAG	\$0.00
					\$4,650.00



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CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210001541.1	418 DERRICK ST	8/1/2021	Sun	NO	HIT & RUN	VC 20002
210001545.1	244 MALDEN RD ST	8/1/2021	Sun	NO	VANDALISM	PC 594
210001549.1	600 DOLTA ST	8/1/2021	Sun	YES	WARRANT ARREST	PC 166
210001550.1	KATE ST & DOLTA ST	8/1/2021	Sun	YES	DUI ARREST	VC 23152
210001551.1	683 LOZANO ST	8/1/2021	Sun	NO	PETTY THEFT	PC 484
210001552.1	600 DERRICK AV	8/1/2021	Sun	NO	ARSON	PC 451
210001553.1	250 DERRICK AV	8/1/2021	Sun	YES	WARRANT ARREST	PC 166
210001554.1	DERRICK AV & 7TH ST	8/1/2021	Sun	YES	DUI ARREST	VC 23152
210001555.1	600 OLLER ST	8/1/2021	Sun	YES	WARRANT ARREST	PC 166
210001556.1	HWY 30 & BASS AV	8/2/2021	Mon	NO	AGGRAVATED ASSAULT	PC 245
210001557.1	418 DERRICK AV	8/2/2021	Mon	NO	INCIDENT REPORT	
210001561.1	634 1ST	8/2/2021	Mon	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
210001562.1	1000 AIRPORT BLVD	8/2/2021	Mon	NO	CANCELLED	
210001563.1	218 OLLER ST	8/2/2021	Mon	NO	COMMERCIAL BURGLARY	PC 459
210001564.1	1248 6TH ST	8/2/2021	Mon	NO	MURDER	PC 187(A)
210001566.1	HWY 30 & BASS AV	8/3/2021	Tue	YES	UNLICENSED DRIVER	VC 12500
210001567.1	418 DOLTA ST	8/3/2021	Tue	NO	GTA RECOVERY	
210001568.1	1100 2ND ST	8/3/2021	Tue	NO	GRAND THEFT	PC 487A
210001569.1	485 MARIE ST	8/3/2021	Tue	NO	MENTALLY UNSTABLE	WI 5150
210001570.1	9TH ST & OLLER ST	8/3/2021	Tue	NO	INCIDENT REPORT	
210001571.1	7TH ST & MARIE ST	8/3/2021	Tue	NO	FIELD INTERVIEW	
210001572.1	HWY 160 & GUILLEN PARKWAY	8/3/2021	Tue	YES	DUI ARREST	VC 23152
210001575.1	514 BLANCO ST	8/4/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210001576.1	7TH ST & DERRICK ST	8/4/2021	Wed	NO	TRAFFIC COLLISION	
210001577.1	683 LOZANO ST	8/4/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210001579.1	1680 7TH ST	8/4/2021	Wed	YES	OPEN CONTAINER	BP 25620
210001580.1	7TH ST & PUCHEU ST	8/4/2021	Wed	YES	WARRANT ARREST	PC 166
210001581.1	DOLTA ST & 7TH ST	8/4/2021	Wed	NO	INCIDENT REPORT	
210001582.1	412 RAMIREZ AV	8/4/2021	Wed	YES	DUI ARREST	VC 23152
210001583.1	608 BASS AV	8/4/2021	Wed		GTA RECOVERY	
210001584.1	GUILLEN PKWY & MARIE ST	8/5/2021	Thu	YES	GRAND THEFT AUTO	VC 10851A, PC 496D, PC 148A1, VC 2002
210001585.1	DELA CRUZ ST & BLANCO ST	8/5/2021	Thu	YES	UNLICENSED DRIVER	PC 12500, VC 23109C, VC 2800
210001586.1	274 1ST	8/5/2021	Thu	NO	PETTY THEFT	PC 484
210001587.1	8TH ST & PUCHEU ST	8/5/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210001588.1	66 DERRICK AV	8/5/2021	Thu	YES	FALSE TAG	VC 4463.5
210001589.1	200 TUFF ST	8/5/2021	Thu	YES	OPEN CONTAINER	BP 25620
210001590.1	241 TUFF ST	8/5/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210001591.1	241 TUFF ST	8/5/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210001592.1	851 PUCHEU ST	8/5/2021	Thu	NO	VANDALISM	PC 594
210001594.1	190 PUCHEU ST	8/5/2021	Thu	YES	AGGRAVATED ASSAULT	PC 245
210001595.1	120 BELMONT AV	8/5/2021	Thu	YES	WARRANT ARREST	PC 166
210001597.1	OLLER ST & 11TH ST	8/5/2021	Thu	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
210001603.1	7TH ST & TULE ST	8/6/2021	Fri	YES	WARRANT ARREST	PC 166
210001604.1	367 OLLER ST	8/6/2021	Fri	YES	NARCOTICS VIOLATION	HS 11377
210001605.1	1650 7TH ST	8/6/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210001607.1	9TH ST & MARIE ST	8/6/2021	Fri	YES	DUI ARREST	VC 23152
210001609.1	819 CAYOLA ST	8/7/2021	Sat	NO	GRAND THEF AUTO	VC 10851
210001610.1	300 AIRPORT BLVD	8/7/2021	Sat	NO	INCIDENT REPORT	
210001612.1	220 BLACK AV	8/7/2021	Sat	NO	HIT & RUN	VC 20002
210001613.1	1000 AIRPORT BLVD	8/7/2021	Sat	NO	MISSING PERSON	
210001615.1	MARIE ST & GUILLEN PARKWAY	8/7/2021	Sat	YES	NARCOTICS VIOLATION	HS 11377



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210001618.1	DEER CREEK WOODWAY	8/7/2021	Sat	NO	MENTALLY UNSTABLE	WI 5150
210001619.1	DEER CREEK WOODWAY	8/7/2021	Sat	YES	CHILD ENDANGERMENT	PC 273AA, VC 23152
210001620.1	DEER CREEK WOODWAY	8/8/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210001621.1	DEER CREEK WOODWAY	8/8/2021	Sun	YES	SIMPLE ASSAULT	PC 242
210001622.1	DEER CREEK WOODWAY	8/8/2021	Sun	NO	ROBBERY	PC 211, PC 664/187
210001623.1	DEER CREEK WOODWAY	8/8/2021	Sun	NO	HIT & RUN	VC 20002
210001626.1	DEER CREEK WOODWAY	8/8/2021	Sun	YES	WARRANT ARREST	PC 166
210001627.1	DEER CREEK WOODWAY	8/9/2021	Mon	NO	VANDALISM	PC 594
210001630.1	DEER CREEK WOODWAY	8/9/2021	Mon	YES	OPEN CONTAINER	BP 25620
210001631.1	DEER CREEK WOODWAY	8/9/2021	Mon	YES	OPEN CONTAINER	BP 25620
210001632.1	DEER CREEK WOODWAY	8/9/2021	Mon	NO	INCIDENT REPORT	
210001633.1	DEER CREEK WOODWAY	8/9/2021	Mon	YES	DUI ARREST	VC 23152
210001636.1	DEER CREEK WOODWAY	8/10/2021	Tue	NO	VANDALISM	PC 594
210001637.1	DEER CREEK WOODWAY	8/10/2021	Tue	NO	VANDALISM	PC 594
210001638.1	DEER CREEK WOODWAY	8/10/2021	Tue	YES	NARCOTICS VIOLATION	HS 11364
210001642.1	DEER CREEK WOODWAY	8/11/2021	Wed	NO	SIMPLE ASSAULT	PC 242
210001643.1	DEER CREEK WOODWAY	8/11/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210001645.1	DEER CREEK WOODWAY	8/11/2021	Wed	NO	RESISTING	PC 148, VC 2800
210001646.1	DEER CREEK WOODWAY	8/11/2021	Wed	NO	TRAFFIC COLLISION	
210001652.1	DEER CREEK WOODWAY	8/13/2021	Fri	NO	PETTY THEFT	PC 484
210001653.1	DEER CREEK WOODWAY	8/13/2021	Fri	NO	INCIDENT REPORT	
210001654.1	DEER CREEK WOODWAY	8/13/2021	Fri	YES	RO & PAROLE VIOLATION	PC 166A4, PC 3056
210001656.1	DEER CREEK WOODWAY	8/13/2021	Fri	YES	NARCOTICS VIOLATION	HS 11364
210001667.1	DEER CREEK WOODWAY	8/13/2021	Fri	YES	DUI ARREST	VC 23152
210001668.1	DEER CREEK WOODWAY	8/13/2021	Fri	YES	DUI ARREST	VC 23152
210001673.1	DEER CREEK WOODWAY	8/14/2021	Sat	NO	FIELD INTERVIEW	
210001674.1	DEER CREEK WOODWAY	8/14/2021	Sat	YES	LITTER	PC 374.4
210001676.1	DEER CREEK WOODWAY	8/14/2021	Sat	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
210001677.1	DEER CREEK WOODWAY	8/14/2021	Sat	YES	DUI ARREST	VC 23152, TC
210001678.1	DEER CREEK WOODWAY	8/14/2021	Sat	YES	DUI ARREST	VC 23152
210001679.1	DEER CREEK WOODWAY	8/15/2021	Sun	NO	REPOSSESSION	
210001680.1	DEER CREEK WOODWAY	8/15/2021	Sun	NO	HIT & RUN	VC 20002
210001681.1	DEER CREEK WOODWAY	8/15/2021	Sun	YES	DUI ARREST	VC 23152
210001682.1	DEER CREEK WOODWAY	8/15/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210001683.1	DEER CREEK WOODWAY	8/15/2021	Sun	NO	MENTALLY UNSTABLE	WI 5150
210001687.1	DEER CREEK WOODWAY	8/16/2021	Mon	YES	NARCOTICS VIOLATION	HS 11364
210001689.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	LOST PROPERTY	
210001692.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	HIT & RUN	VC 20002
210001693.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210001696.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	INCIDENT REPORT	
210001697.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	VANDALISM	PC 594
210001700.1	DEER CREEK WOODWAY	8/16/2021	Mon	YES	DUI ARREST	VC 23152
210001701.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210001702.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	HIT & RUN	VC 20002
210001703.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	SIMPLE ASSAULT	PC 242
210001704.1	DEER CREEK WOODWAY	8/16/2021	Mon	NO	ATTEMPT ARSON	PC 664/451
210001707.1	DEER CREEK WOODWAY	8/17/2021	Tue	YES	OPEN CONTAINER	BP 25620
210001708.1	DEER CREEK WOODWAY	8/17/2021	Tue	YES	WARRANT ARREST	PC 166
210001710.1	DEER CREEK WOODWAY	8/17/2021	Tue	YES	WARRANT ARREST	PC 166
210001715.1	DEER CREEK WOODWAY	8/18/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210001716.1	DEER CREEK WOODWAY	8/18/2021	Wed	NO	OTHER AGENCY ASSIST	



MENDOTA POLICE DEPARTMENT

AUGUST 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210001718.1	PEREZ ST & LOZANO ST	8/18/2021	Wed	YES	DUI ARREST	VC 23152
210001721.1	888 QUINCE ST	8/19/2021	Thu	NO	INCIDENT REPORT	
210001722.1	788 LINDA ST	8/19/2021	Thu	NO	INCIDENT REPORT	
210001723.1	GILLEN PKWY & MAPLE ST	8/19/2021	Thu	NO	INCIDENT REPORT	
210001749.1	814 ST & MARIE ST	8/19/2021	Thu	YES	NARCOTICS VIOLATION	HS 11364
210001750.1	978 L ST	8/19/2021	Thu	NO	MISSING PERSON	
210001751.1	801 MARIE ST	8/19/2021	Thu	NO	AGGRAVATED ASSAULT	PC 245
210001756.1	225 W AVE	8/20/2021	Fri	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
210001758.1	800 RIO FRIO ST	8/20/2021	Fri	YES	NARCOTICS VIOLATION	HS 11377
210001759.1	488 MARIE ST	8/20/2021	Fri	NO	MISSING PERSON	
210001761.1	718 ST & COLLIER ST	8/21/2021	Sat	YES	WARRANT ARREST	PC 166
210001770.1	742 WANDA ST	8/22/2021	Sun	NO	FOUND PROPERTY	
210001771.1	QUINCE ST & 7TH ST	8/22/2021	Sun	YES	WARRANT ARREST	PC 166
210001773.1	1100 7TH ST	8/22/2021	Sun	NO	HIT & RUN	VC 20002
210001774.1	1000 AIRPORT BLVD	8/23/2021	Mon	NO	CUSTODY VIOLATION	PC 166
210001775.1	870 BLACK ST	8/23/2021	Mon	YES	GRAND THEFT AUTO	VC 10851, PC 496D, VC 2800.2
210001776.1	237 RICHIEU ST	8/23/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210001777.1	843 QUINCE ST	8/23/2021	Mon	NO	ANNOYING PHONE CALLS	PC 653M
210001778.1	DERRICK AV & 6TH ST	8/23/2021	Mon	NO	FOUND PROPERTY	
210001779.1	1847 7TH ST	8/24/2021	Tue	YES	NARCOTICS VIOLATION	HS 11364
210001780.1	1000 AIRPORT BLVD	8/24/2021	Tue	NO	INCIDENT REPORT	
210001790.1	225 L ST	8/25/2021	Wed	NO	REPOSSESSION	
210001791.1	800 RICHIEU ST	8/25/2021	Wed	YES	WEAPONS POSSESSION (GUN), PAROLE VIOLATION	PC 496D, PC 29800, HS 11377, PC 330, PC 3056
210001792.1	818 S TULLOCH ST	8/25/2021	Wed	YES	NARCOTICS VIOLATION	HS 11364
210001795.1	638 WANDA ST	8/26/2021	Thu	YES	GRAND THEFT AUTO	VC 10851, PC 496D
210001810.1	270 GREGG ST	8/26/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210001811.1	680 LINDA ST	8/26/2021	Thu	YES	RO VIOLATION	PC 273.6, PC 1203.2
210001812.1	101 PEREZ ST	8/26/2021	Thu	NO	PETTY THEFT	PC 484
210001813.1	100 5TH ST	8/26/2021	Thu	NO	SIMPLE ASSAULT	PC 242
210001815.1	424 DERRICK AV	8/26/2021	Thu	NO	FIELD INTERVIEW	
210001816.1	800 RICHIEU ST	8/27/2021	Fri	NO	PETTY THEFT	PC 484
210001817.1	1800 7TH ST	8/27/2021	Fri	NO	PETTY THEFT	PC 484
210001818.1	8TH ST & QUINCE ST	8/27/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001826.1	MALDONADO ST & OXFORD ST	8/27/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001837.1	PEREZ ST & LOZANO ST	8/28/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210001839.1	MAPLE ST & 9TH ST	8/29/2021	Sun	YES	WARRANT ARREST	PC 166
210001844.1	1000 SMOOT AV	8/29/2021	Sun	NO	VANDALISM	PC 594
210001845.1	1000 SMOOT AV	8/29/2021	Sun	NO	GRAND THEFT AUTO	VC 10851
210001847.1	LOZANO ST & ROS ST	8/29/2021	Sun	NO	EXPIRED REG	VC 4000A
210001848.1	888 L ST	8/29/2021	Sun	YES	DUI ARREST	VC 23152A, VC 20002
210001849.1	207 SAN PEDRO ST	8/29/2021	Sun	YES	NARCOTICS VIOLATION	HS 11364A
210001854.1	1800 7TH ST	8/30/2021	Mon	NO	SEX OFFENSE	PC 288
210001855.1	1000 AIRPORT BLVD	8/30/2021	Mon	NO	IDENTITY THEFT	PC 530.5
210001856.1	488 MARIE ST	8/30/2021	Mon	YES	FALSE IMPRISONMENT	PC 236
210001857.1	301 174 ST	8/30/2021	Mon	NO	INCIDENT REPORT	
210001858.1	SMOOTH AV & SORENSEN AV	8/30/2021	Mon	YES	WARRANT ARREST	PC 166
210001859.1	101 RAMBER ST	8/30/2021	Mon	NO	MENTALLY UNSTABLE	WI 5150
210001860.1	718 ST & COLLIER ST	8/31/2021	Tue	NO	PUBLIC HAZARD	
210001863.1	1000 AIRPORT BLVD	8/31/2021	Tue	NO	SEX REGISTRANT	PC 290
210001865.1	1000 AIRPORT BLVD	8/31/2021	Tue	NO	LOST PROPERTY	
210001874.1	801 EASTENHART CT	8/31/2021	Tue	NO	MISSING PERSON	



MENDOTA POLICE DEPARTMENT

AUGUST 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT		1			2			3
AGGRAVATED ASSAULT (DV)		1				1	1	3
ANNOYING/HARASSING PHONE CALLS		1						1
ATTEMPT ARSON/ ARSON	1	1						2
CANCELLED		1						1
CHILD ENDANGERMENT							1	1
COMMERCIAL BURGLARY		1						1
CUSTODY VIOLATION		1						1
DUI ARREST	4	2	1	2		3	2	14
EXPIRED REG	1							1
FALSE IMPRISONMENT		1						1
FALSE TAG					1			1
FIELD INTERVIEW			1		1		1	3
FOUND PROPERTY	1	1						2
GRAND THEFT			1					1
GRAND THEFT AUTO	1	1			2		1	5
GTA RECOVERY			1	1				2
HIT & RUN	4	2					1	7
INCIDENT REPORT		4	2	1	3	1	1	12
IDENTITY THEFT		1						1
LITTER							1	1
LOST PROPERTY		1	1					2
MENTALLY UNSTABLE	1	1	1				1	4
MISSING PERSON			1		1	1	1	4
MURDER		1						1
NARCOTICS VIOLATION	1	1	2	1	2	3	1	11
OPEN CONTAINER		2	1	1	1			5
OTHER AGENCY ASSIST				1				1
PETTY THEFT	1				2	3		6
PUBLIC HAZARD			1					1
REPOSSESSION	1			1				2
RESISTING				1				1
RO VIOLATION/PAROLE VIOLATION					1	1		2
ROBBERY	1							1
SEX OFFENSE		1						1
SEX REGISTRANT			1					1
SIMPLE ASSAULT	1	1		1	1			4
TRAFFIC COLLISION				2				2
UNLICENSED DRIVER			1		1			2
VANDALISM	2	2	2		1			7
VEHICLE BURGLARY						1		1
VEHICLE STORAGE	2	3		4	4	2	1	16
WARRANT ARREST	6	1	2	1	1	1	1	13
WEAPONS POSSESSION (GUN)				1				1
Grand Total	28	33	19	18	24	17	14	153

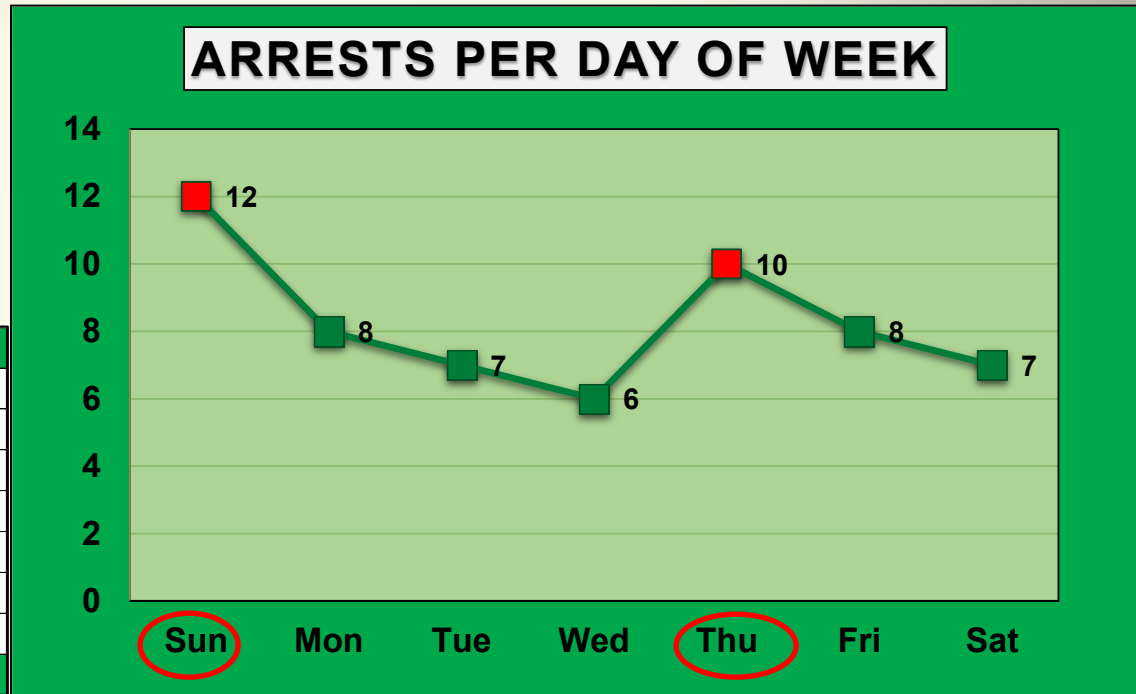


MENDOTA POLICE DEPARTMENT

AUGUST 2021 - ARRESTS



DAYS	ARRESTS
Sun	12
Mon	8
Tue	7
Wed	6
Thu	10
Fri	8
Sat	7
Grand Total	58



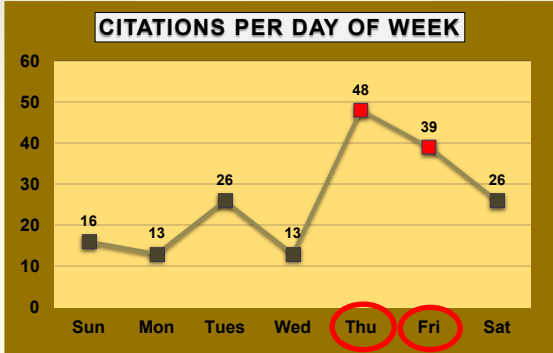


MENDOTA POLICE DEPARTMENT

AUGUST 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK
210001542.1	8/1/2021	Sun
210001543.1	8/1/2021	Sun
210001544.1	8/1/2021	Sun
210001546.1	8/1/2021	Sun
210001547.1	8/1/2021	Sun
210001548.1	8/1/2021	Sun
210001558.1	8/2/2021	Mon
210001559.1	8/2/2021	Mon
210001560.1	8/2/2021	Mon
210001565.1	8/3/2021	Tue
210001573.1	8/4/2021	Wed
210001574.1	8/4/2021	Wed
210001578.1	8/4/2021	Wed
210001593.1	8/5/2021	Thu
210001596.1	8/5/2021	Thu
210001598.1	8/6/2021	Fri
210001599.1	8/6/2021	Fri
210001600.1	8/6/2021	Fri
210001601.1	8/6/2021	Fri
210001602.1	8/6/2021	Fri
210001606.1	8/6/2021	Fri
210001608.1	8/6/2021	Fri
210001611.1	8/7/2021	Sat
210001614.1	8/7/2021	Sat
210001616.1	8/7/2021	Sat
210001617.1	8/7/2021	Sat
210001624.1	8/8/2021	Sun
210001625.1	8/8/2021	Sun
210001628.1	8/9/2021	Mon
210001629.1	8/9/2021	Mon
210001634.1	8/10/2021	Tue
210001635.1	8/10/2021	Tue
210001639.1	8/11/2021	Wed
210001640.1	8/11/2021	Wed
210001641.1	8/11/2021	Wed
210001644.1	8/11/2021	Wed
210001647.1	8/12/2021	Thu
210001648.1	8/12/2021	Thu
210001649.1	8/12/2021	Thu
210001650.1	8/13/2021	Fri
210001651.1	8/13/2021	Fri
210001655.1	8/13/2021	Fri
210001657.1	8/13/2021	Fri
210001658.1	8/13/2021	Fri
210001659.1	8/13/2021	Fri



CASE#	RPT DATE	DAY OF WEEK
210001660.1	8/13/2021	Fri
210001661.1	8/13/2021	Fri
210001662.1	8/13/2021	Fri
210001663.1	8/13/2021	Fri
210001664.1	8/13/2021	Fri
210001665.1	8/13/2021	Fri
210001666.1	8/13/2021	Fri
210001669.1	8/14/2021	Sat
210001670.1	8/14/2021	Sat
210001671.1	8/14/2021	Sat
210001672.1	8/14/2021	Sat
210001675.1	8/14/2021	Sat
210001684.1	8/15/2021	Sun
210001685.1	8/15/2021	Sun
210001686.1	8/15/2021	Sun
210001688.1	8/16/2021	Mon
210001690.1	8/16/2021	Mon
210001691.1	8/16/2021	Mon
210001694.1	8/16/2021	Mon
210001695.1	8/16/2021	Mon
210001698.1	8/16/2021	Mon
210001699.1	8/16/2021	Mon
210001705.1	8/17/2021	Tue
210001706.1	8/17/2021	Tue
210001709.1	8/17/2021	Tue
210001711.1	8/18/2021	Wed
210001712.1	8/18/2021	Wed
210001713.1	8/18/2021	Wed
210001714.1	8/18/2021	Wed
210001717.1	8/18/2021	Wed
210001719.1	8/18/2021	Wed
210001720.1	8/19/2021	Thu
210001724.1	8/19/2021	Thu
210001725.1	8/19/2021	Thu
210001726.1	8/19/2021	Thu
210001727.1	8/19/2021	Thu
210001728.1	8/19/2021	Thu
210001729.1	8/19/2021	Thu
210001730.1	8/19/2021	Thu
210001731.1	8/19/2021	Thu
210001732.1	8/19/2021	Thu
210001733.1	8/19/2021	Thu
210001734.1	8/19/2021	Thu
210001735.1	8/19/2021	Thu
210001736.1	8/19/2021	Thu

DAYS	COUNT
Sun	16
Mon	13
Tues	26
Wed	13
Thu	48
Fri	39
Sat	26
Grand Total	181

CASE#	RPT DATE	DAY OF WEEK
210001737.1	8/19/2021	Thu
210001738.1	8/19/2021	Thu
210001739.1	8/19/2021	Thu
210001740.1	8/19/2021	Thu
210001741.1	8/19/2021	Thu
210001742.1	8/19/2021	Thu
210001743.1	8/19/2021	Thu
210001744.1	8/19/2021	Thu
210001745.1	8/19/2021	Thu
210001746.1	8/19/2021	Thu
210001747.1	8/19/2021	Thu
210001748.1	8/19/2021	Thu
210001752.1	8/20/2021	Fri
210001753.1	8/20/2021	Fri
210001754.1	8/20/2021	Fri
210001755.1	8/20/2021	Fri
210001757.1	8/20/2021	Fri
210001760.1	8/21/2021	Sat
210001762.1	8/21/2021	Sat
210001763.1	8/21/2021	Sat
210001764.1	8/21/2021	Sat
210001765.1	8/21/2021	Sat
210001766.1	8/21/2021	Sat
210001767.1	8/21/2021	Sat
210001768.1	8/21/2021	Sat
210001769.1	8/21/2021	Sat
210001772.1	8/22/2021	Sun
210001781.1	8/24/2021	Tue
210001782.1	8/24/2021	Tue
210001783.1	8/24/2021	Tue
210001784.1	8/24/2021	Tue
210001785.1	8/24/2021	Tue
210001786.1	8/24/2021	Tue
210001787.1	8/24/2021	Tue
210001788.1	8/24/2021	Tue
210001789.1	8/24/2021	Tue
210001793.1	8/26/2021	Thu
210001794.1	8/26/2021	Thu
210001796.1	8/26/2021	Thu
210001797.1	8/26/2021	Thu
210001798.1	8/26/2021	Thu
210001799.1	8/26/2021	Thu
210001800.1	8/26/2021	Thu
210001801.1	8/26/2021	Thu
210001802.1	8/26/2021	Thu

CASE#	RPT DATE	DAY OF WEEK
210001803.1	8/26/2021	Thu
210001804.1	8/26/2021	Thu
210001805.1	8/26/2021	Thu
210001806.1	8/26/2021	Thu
210001807.1	8/26/2021	Thu
210001808.1	8/26/2021	Thu
210001809.1	8/26/2021	Thu
210001814.1	8/26/2021	Thu
210001819.1	8/27/2021	Fri
210001820.1	8/27/2021	Fri
210001821.1	8/27/2021	Fri
210001822.1	8/27/2021	Fri
210001823.1	8/27/2021	Fri
210001824.1	8/27/2021	Fri
210001825.1	8/27/2021	Fri
210001827.1	8/27/2021	Fri
210001828.1	8/27/2021	Fri
210001829.1	8/27/2021	Fri
210001830.1	8/27/2021	Fri
210001831.1	8/27/2021	Fri
210001832.1	8/27/2021	Fri
210001833.1	8/27/2021	Fri
210001834.1	8/28/2021	Sat
210001835.1	8/28/2021	Sat
210001836.1	8/28/2021	Sat
210001838.1	8/28/2021	Sat
210001840.1	8/28/2021	Sat
210001841.1	8/28/2021	Sat
210001842.1	8/28/2021	Sat
210001843.1	8/28/2021	Sat
210001846.1	8/29/2021	Sun
210001850.1	8/30/2020	Sun
210001851.1	8/30/2020	Sun
210001852.1	8/30/2020	Sun
210001853.1	8/30/2021	Mon
210001861.1	8/31/2021	Tue
210001862.1	8/31/2021	Tue
210001864.1	8/31/2021	Tue
210001866.1	8/31/2021	Tue
210001867.1	8/31/2021	Tue
210001868.1	8/31/2021	Tue
210001869.1	8/31/2021	Tue
210001870.1	8/31/2021	Tue
210001871.1	8/31/2021	Tue
210001872.1	8/31/2021	Tue
210001873.1	8/31/2021	Tue



MENDOTA POLICE DEPARTMENT

AUGUST 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	JUL-AUG%
Homicide	0	0	0	0	0	0	2	0	1					3	NON-CAL
Rape	0	0	0	0	0	0	0	0	0					0	NON-CAL
Other Sex Offense	1	1	1	0	0	1	5	2	1					11	-50%
Robbery	0	0	0	0	1	0	1	0	1					3	NON-CAL
Aggravated Assault	1	0	1	2	2	2	1	1	3					12	200%
Aggravated Assault (DV)	4	2	1	1	3	3	3	5	3					21	-40%
Simple Assault	1	2	0	4	1	2	3	0	4					16	NON-CAL
Simple Assault (DV)	1	0	2	0	1	3	4	0	0					10	NON-CAL
Residential Burglary	1	2	0	0	2	2	1	2	0					9	-100%
Commercial Burglary	0	3	3	0	2	0	1	1	1					11	0%
Auto Theft	4	1	2	8	4	6	6	7	5					39	-29%
Grand Theft	0	2	1	6	1	2	3	9	1					25	-89%
Petty Theft	8	6	3	2	6	3	10	11	6					47	-45%
Vehicle Burglary	5	10	4	6	8	3	1	1	1					34	0%
ID Theft/Fraud	2	0	3	1	1	2	0	1	1					9	0%
Arson	0	0	0	1	0	0	0	0	1					2	NON-CAL
Vandalism	22	11	10	16	11	14	7	12	7					88	-42%
Hate Crimes	0	0	0	0	0	0	0	0	0					0	NON-CAL
Possession of Firearm	1	1	1	0	0	1	2	2	1					8	-50%
Possession of Knife	0	0	0	0	0	0	0	0	0					0	NON-CAL
DUI Arrests	1	3	2	2	3	13	5	6	14					48	133%
Public Intoxication	7	0	1	0	0	2	1	2	0					6	-100%
Narcotics Violation	10	3	3	4	5	10	6	4	11					46	175%
Parole/Restraining Order Violation	2	0	0	3	2	3	5	1	2					16	100%
Warrant Arrest	11	14	8	13	8	20	17	17	13					110	-24%
Mental Health Reports	2	1	1	2	0	1	1	1	4					11	300%
Runaway / Missing	0	0	0	1	0	1	2	1	4					9	300%
Trespass	0	2	1	0	0	1	2	2	0					8	-100%
TOTALS	81	64	48	72	61	95	89	88	85	0	0	0	0	602	-3%



MENDOTA POLICE DEPARTMENT

AUGUST 2021



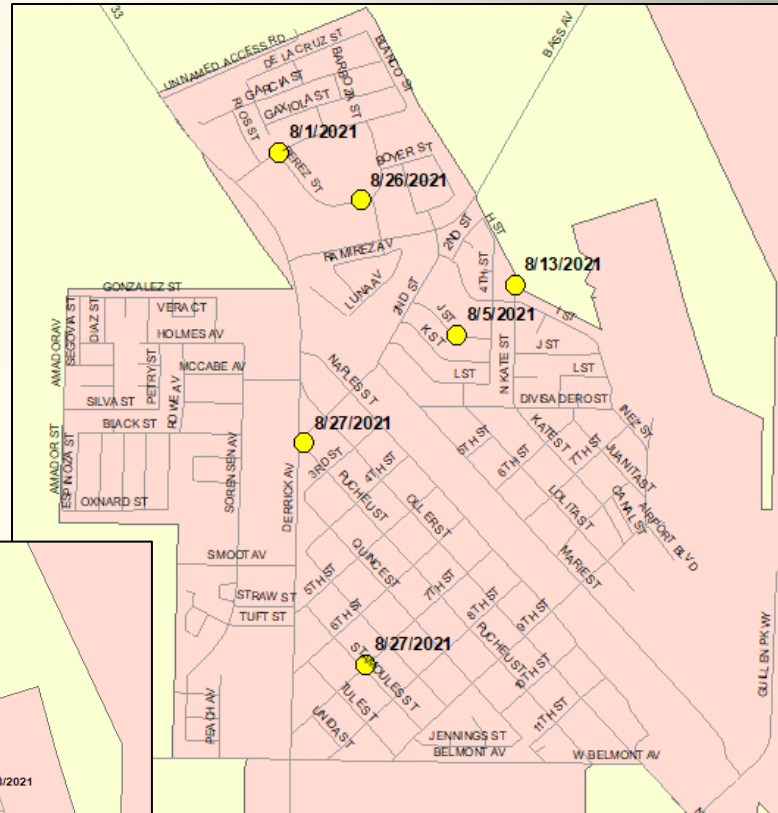
PETTY THEFT: TOTAL – 11

- 4 RESIDENCES
- 2 VEHICLES

LOSS:

- BIKES
- MONEY
- REG STICKER

➤ **45% DECREASE FROM JULY**

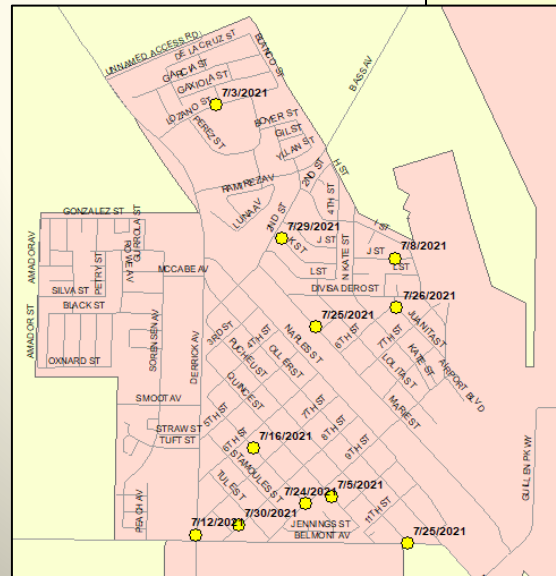


PETTY THEFT: TOTAL – 11

- 7 VEHICLES
- 4 RESIDENCES
- 1 BUSINESSES

LOSS:

- BIKE
- VEH PAPERS
- MONEY
- PASSPORT
- CHARGERS
- SHELVES
- CATALYTIC CONVERTERS





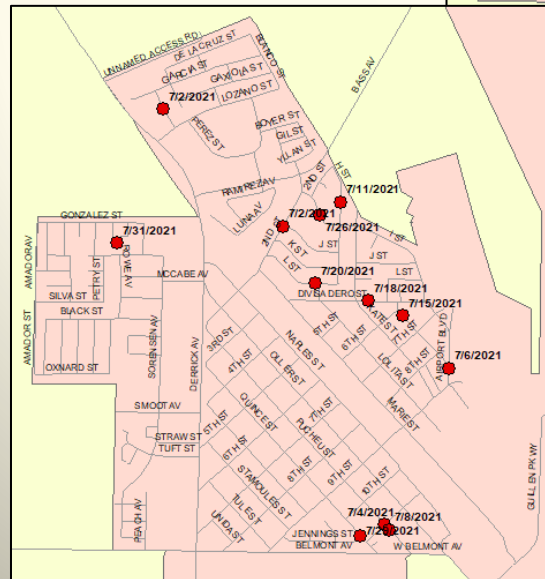
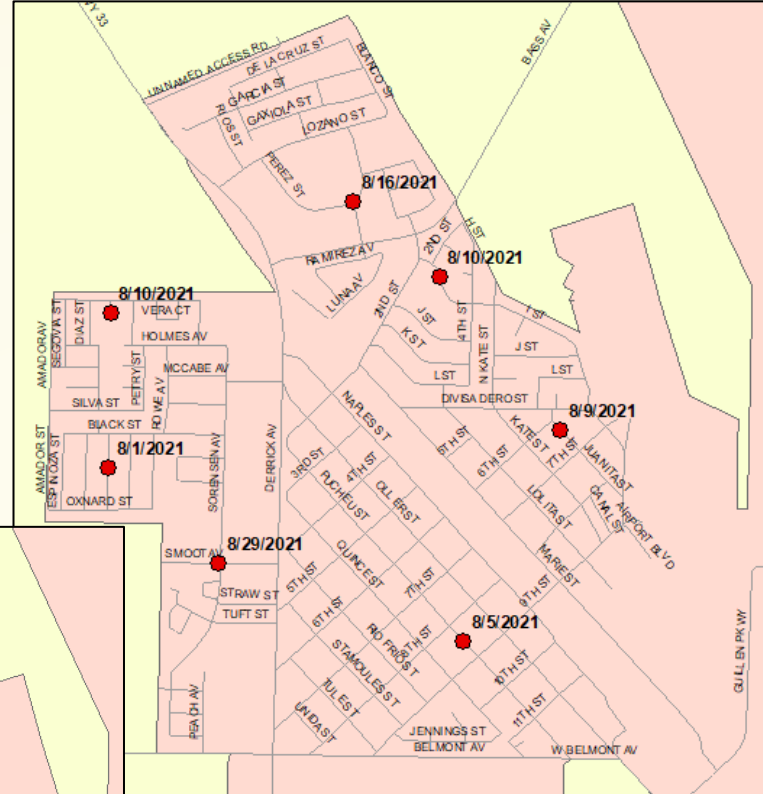
MENDOTA POLICE DEPARTMENT

AUGUST 2021



VANDALISM: TOTAL - 7

- ALL VEHICLES
- 42% DECREASE FROM JULY



VANDALISM: TOTAL - 12

- 10 VEHICLES
- 2 RESIDENCES



MENDOTA POLICE DEPARTMENT

AUGUST 2021



DUI ARRESTS: TOTAL -14

