



# CITY *of* CLOVIS

## AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060  
[www.cityofclovis.com](http://www.cityofclovis.com)

April 3, 2023

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas).

### **Written Comments**

- Members of the public are encouraged to submit written comments at: [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas) at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

## **Verbal Comments**

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

## **Webex Participation**

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants wanting to make a verbal comment via call will need to ensure that they accessed the WebEx meeting with audio and microphone transmission capabilities.

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Pearce**

## **ROLL CALL**

## **PRESENTATIONS/PROCLAMATIONS**

- [1.](#) Presentation of Proclamation declaring April as Community College Month.

**PUBLIC COMMENTS** - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

**ORDINANCES AND RESOLUTIONS** - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

- [2.](#) Administration - Approval - Minutes from the March 20, 2023, Council Meeting.
- [3.](#) Fire - Receive and File – 2022 Fire Department Annual Report.
- [4.](#) General Services – Approval – Res. 23-\_\_\_\_, Amending the City's FY 2022-2023 Position Allocation Plan by deleting one (1) Principal Office Assistant and adding one (1) Staff Analyst position within the Public Utilities Department.
- [5.](#) General Services – Approval – Contract Award to Compass Energy Solutions to Implement Energy Efficiency Projects for \$962,625; and Approval - Res. 23-\_\_\_\_, Authorizing a Loan Application through the California Energy Commission for Project Funding.
- [6.](#) General Services – Approval – Res. 23-\_\_\_\_, Authorizing the General Services Manager to Apply for and Administer the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase Through San Joaquin Valley Air Pollution Control District.
- [7.](#) Planning and Development Services – Approval – Final Acceptance for CIP 19-15, Gettysburg/Norwich Alley Reconstruction – Villa Avenue to Gettysburg Avenue.

**ADMINISTRATIVE ITEMS** - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

- [8.](#) Consider – For the City Council to consider options to seek additional funding for Police, Fire, Streets, and Parks.

**Staff:** Andrew Haussler, Assistant City Manager

**Recommendation:** Consider and Provide Policy Direction

- [9.](#) Consider – A Request from The 500 Club located at 771 W Shaw Ave, Clovis, CA 93612, to have the City call a Special Election on November 7, 2023, to place on the ballot for voters to consider an increase in the number of allowed gaming tables from 20 to 51.

**Staff:** John Holt, City Manager

**Recommendation:** Consider and provide policy direction

- [10.](#) Receive and File – General Services Department Update.

**Staff:** Shonna Halterman, General Services Director

**Recommendation:** Receive and File

## COUNCIL ITEMS

11. Consider Approval – To submit a letter of Opposition for Assembly Bill 742– Jackson, Limiting the Use of Police Canines.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

12. Consider Approval – To submit a letter of Support for Assembly Bill 1067– Gavin’s Law (hit-and-run penalties).

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

13. Consider Approval – To submit a letter of Support for Assembly Bill 1708 – Muratsuchi, amending Proposition 47 to increase accountability for repeat theft offenders.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

## CITY MANAGER COMMENTS

## COUNCIL COMMENTS

**CLOSED SESSION** - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

14. Government Code Section 54956.9(d)(2)  
**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**  
Significant Exposure to Litigation  
Three potential cases based on claims received for the Sunnyside Avenue water main break and property flooding incident on January 3, 2022.

## ADJOURNMENT

## FUTURE MEETINGS

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

Apr. 10, 2023 (Mon.)  
Apr. 17, 2023 (Mon.)  
May 1, 2023 (Mon.)  
May 8, 2023 (Mon.)  
May 15, 2023 (Mon.)



CITY *of* CLOVIS  
**PROCLAMATION**

## Declaring April as Community College Month

*WHEREAS, according to the National Center for Education Statistics, across the nation, public community colleges serve over 7 million students; and*

*WHEREAS, The California Community Colleges, the largest system of higher education in the nation with 116 colleges serving more than 1.8 million students, is an essential resource for the State of California, its people, and its economy; and*

*WHEREAS, The California Community Colleges bring higher education within the reach of every Californian through their open admissions, low enrollment fees, financial assistance programs, academic and career guidance, outstanding teaching by dedicated faculty, exceptional career training, and specialized support services for students who need extra help with the transition to college or to the mastery of college-level coursework; and*

*WHEREAS, The State Center Community College District is one of the largest and successful community college districts in the region, serving over 53,000 students annually at our four colleges and center – Fresno City College, Reedley College, Clovis Community College, Madera Community College and the Career Technical Center; and*

*WHEREAS, The State Center Community College District is a successful provider of educational opportunities for students seeking to enter the workforce and/or wish to transfer to a four-year university, 41% of our students are the first in their families to attend college; and*

*WHEREAS, The Colleges of State Center Community College District award more than 400 degree and certificate programs that prepare students for success in their academic and professional lives; and*


*WHEREAS, The State Center Community College District trains and prepares thousands of first responders, including police, fire, paramedics, and nurses throughout the Valley; and*

*WHEREAS, in recognition of National Community College Awareness Month, The State Center Community College District celebrates its successes and many accomplishments in April.*

**NOW, THEREFORE, BE IT RESOLVED**, that the Clovis City Council, on behalf of the citizens of Clovis does declare the month of April as

### Clovis Community College Month

**IN WITNESS THEREFORE**, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 3rd day of April 2023.

  
 \_\_\_\_\_  
**Mayor**



**CLOVIS CITY COUNCIL MEETING**

**March 20, 2023**

**6:01 P.M.**

**Council Chamber**

Meeting called to order by Mayor Ashbeck  
Flag Salute led by Councilmember Mouanoutoua

Roll Call: Present: Councilmembers Basgall, Bessinger, Mouanoutoua, Pearce,  
Mayor Ashbeck

**PUBLIC COMMENTS – 6:02**

Cheryl Medrano, resident, commented on the ongoing negotiations regarding the Sunnyside Avenue water main break.

Brett Berdine, resident, invited the City Council to attend the Vietnam War Vets event at the Clovis Veterans Memorial District on March 29, 2023.

Nathan Idan, resident, shared concerns regarding a transition home in his neighborhood near Freedom Elementary.

Erica Idan, resident, shared concerns regarding a transition home in her neighborhood near Freedom Elementary.

Briana Wheeler, resident, shared concerns regarding a transition home in her neighborhood near Freedom Elementary.

Resident, shared concerns regarding a transition home in her neighborhood near Freedom Elementary.

Robert W., resident, shared concerns regarding transition home in his neighborhood near Freedom Elementary.

Charlene T., resident, shared concerns regarding transition home in her neighborhood near Freedom Elementary.

Megan Bjerk, State of Idaho Probation and Parole Officer, shared concerns regarding transition home in her family's neighborhood near Freedom Elementary.

Steven Frijol, resident, shared concerns regarding traffic on Clovis Avenue and signs/messages with profanity in public.

**CONSENT CALENDAR – 6:37**

Motion by Councilmember Bessinger, seconded by Councilmember Pearce, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

1. Administration - Approval - Minutes from the March 13, 2023, Council Meeting.
2. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Dale Cottrell.
3. Planning and Development Services – Approval – Bid Award for CIP 23-01 Rubberized Cape Seal 2023 in the Amount of \$2,242,120; and Authorize the City Manager to execute the contract on behalf of the City.
4. Planning and Development Services - Approval – **Res. 23-18**, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2023-2024.
5. Planning and Development Services - Approval – **Res. 23-19**, Final Map Tract 6161, located at the southeast area of Ashlan Avenue and Thompson Avenue (KB Home South Bay, Inc., a California Corporation).
6. Planning and Development Services - Approval – **Res. 23-20**, Annexation of Proposed Tract 6161, located at the southeast area of Ashlan Avenue and Thompson Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (KB Home South Bay, Inc., A California Corporation).

**ADMINISTRATIVE ITEMS – 6:38**

6:38 ITEM 7 - CONSIDER APPROVAL - **RES. 23-21**, A RESOLUTION ACCEPTING AND AUTHORIZING THE SUBMISSION OF THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT, INCLUDING THE 2022 HOUSING ELEMENT ANNUAL PROGRESS REPORT TO THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

Patience Milrod, CCLS Representative, noted that the City should include a footnote for Regional Housing Needs Allocation numbers.

Des Haus, resident, shared information regarding HCA10 and other bills that are being heard at the State level.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried by unanimous vote.

**ADJOURN TO THE JOINT MEETING WITH THE CLOVIS PLANNING COMMISSION – 7:07**

Roll Call: Present: Councilmembers Basgall, Bessinger, Mouanoutoua, Pearce,  
Mayor Ashbeck

Commissioners Antuna, Bedsted, Hatcher, Hinkle,  
Chair Cunningham

7:08 ITEM 8 - CONSIDER – REVIEW AND PROVIDE COMMENTS TO BE INCORPORATED INTO THE DRAFT SIXTH CYCLE HOUSING ELEMENT.

**ADJOURN TO THE CLOVIS CITY COUNCIL MEETING – 8:53**

**CITY MANAGER COMMENTS – 8:53**

It was the consensus of the City Council to place an item on a future agenda to discuss allowing backyard chickens.

**COUNCIL COMMENTS – 8:58**

**CLOSED SESSION – 9:06**

- 9. GOVERNMENT CODE SECTION 54956.9(A) CONFERENCE WITH LEGAL COUNCIL-EXISTING LITIGATION WORKERS COMPENSATION CASE IN REGARDS TO: RICHARD CADIGAN

Motion to approve a settlement of the case via a stipulated award in the total amount of \$108,822.50. Motion by Councilmember Pearce, seconded by Councilmember Mouanoutoua. Motion carried by unanimous vote.

- 10. GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION THREE POTENTIAL CASES BASED ON CLAIMS RECEIVED FOR THE SUNNYSIDE AVENUE WATER MAIN BREAK AND PROPERTY FLOODING INCIDENT ON JANUARY 3, 2022.

No action taken. Direction was given to legal counsel and staff.

Mayor Ashbeck adjourned the meeting of the Council to April 3, 2023

Meeting adjourned: 9:36 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Fire Department  
 DATE: April 3, 2023  
 SUBJECT: Fire - Receive and File – 2022 Fire Department Annual Report.  
 ATTACHMENTS: 1. 2022 Fire Department Annual Report

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to receive and file the Fire Department's Annual Report for 2022.

### **EXECUTIVE SUMMARY**

The Fire Department Annual Report for 2022 is the Department's way of communicating to elected officials, cooperating fire agencies, and most importantly, our community, the quality and quantity of service provided to our citizens in 2022. The report also serves as a record of our activities and accomplishments for future reference and comparison.

### **BACKGROUND**

The Department has many accomplishments to report, and one of the primary reasons for such success is the teamwork between the firefighters, City staff, elected officials, and most importantly, our citizens.

#### Notable Accomplishments of 2022:

- The Fire Department opened a new fire station, Station 6, serving the Loma Vista area.
- Placed a new fire engine in-service at Fire Station 6 (E46).
- Replaced all self-contained breathing apparatus (SCBA) with new units for use on structure fires and hazardous materials incidents.

Over the past twenty years, the Fire Department has accomplished so much with the resources provided, and we will continue to use the resources provided wisely to serve the citizens of the community. During this period, the Fire Department has maintained accreditation, improved their ISO rating, and found other funding sources for improvements.

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

Annual Report of Clovis Fire Department's activities and performance for 2022.

**ACTIONS FOLLOWING APPROVAL**

Staff will file the report.

Prepared by: John Binaski, Fire Chief

Reviewed by: City Manager *AA*





# 2022 ANNUAL REPORT

Clovis Fire Department





## Message from the Fire Chief



I am exceptionally proud of the men and women serving in all Clovis Fire Department areas. I hope their commitment to our mission and values provide you with the same pride and satisfaction I enjoy each day as their Fire Chief. The Clovis Fire Department (CFD) serves the community of Clovis with various core emergency response services, including fire suppression, emergency medical services (EMS), hazardous materials mitigation, and technical rescue. In addition to these core services, CFD also provides several other community supportive functions, such as fire prevention and emergency preparedness services. Twenty-four hours a day, 365 days a year, nineteen personnel are on duty serving from six fire stations. These trained professional firefighters operate five engine companies staffed with three personnel each; one truck company staffed with three personnel; and one

battalion chief for a total of 19 personnel on duty per day. In total, CFD employs 67 sworn fire suppression personnel, three community risk reduction personnel, and three administrative personnel. Together, these personnel provide amazing emergency services to the approximately 123,665 citizens within the City's nearly 26 square miles.

While the role of the fire service has dramatically changed and increased in complexity over the years, the commitment to serve our community to the best of our ability remains steadfast. Our department recognizes the importance of adaptability and the continual demand to change with the needs of our community. The Clovis Fire Department has always been and always will be an industry leader. This was first shown when the department was accredited over 20 years ago. Being an accredited department requires CFD to always be improving and reviewing our performance. This report shows the overall performance of the department and how we are meeting industry best practices.

2022 marks the addition of a new fire station serving the Loma Vista area. It has been 15 years since the department opened its last fire station. This station will serve a population of approximately 25,000 and provide structure fire response to a majority of the city. This new station and increase in minimum daily staffing could not have come at a better time. The Fire Department saw a 12% increase in call volume compared to 2021. The increase in call volume was related to emergency incidents for the sick and injured. The fire service is also experiencing significant delays in the procurement of new fire apparatus. Currently, the lead time from order to delivery for a new fire engine is over 36 months. This means the city must pay for a fire engine in 2023, but delivery will occur in 2026, at the earliest. This requires the department to do more preventive maintenance on existing apparatus to meet the extended delivery times.

### Accomplishments of 2022:

- > Opened Fire Station 6 in the Loma Vista area in August.
- > Placed a new fire engine in-service at Fire Station 6 (E46).
- > Replaced all self-contained breathing apparatus (SCBA) with new units for use on structure fires and hazardous materials incidents.

We have many great accomplishments to report and one of the primary reasons for such success is teamwork. Teamwork between the firefighters, City staff, our elected officials, and most importantly, our community members is what makes us a highly successful fire department.

A handwritten signature in blue ink that reads "John Binaski".

John Binaski, Fire Chief

# Response Performance

The Clovis Fire Department utilizes the annual compiling of the Annual Report as an opportunity to evaluate the Department’s progress in meeting goals and initiatives set forth in the Strategic Plan. The report also is the method of communicating with our elected officials, cooperating agencies, and, most importantly, our community about the quality and quantity of services provided in 2022. The metrics listed below are the high-level indicators that the Department uses to determine effectiveness and efficiency in a number of service delivery categories. All goals and actual performance are reported in the 90th percentile. This shows that, in 2022, the Fire Department still does not meet it’s response-time goals, but the times are improving with the addition of the new fire station, and should keep improving in 2023.

## 90TH PERCENTILE GOALS & RESPONSE TIME PERFORMANCE

### Response Goal 1

#### First Unit Arrival, Total Response Time - EMS

**Goal:** 6 minutes and 30 seconds

**Actual Performance:** 7 minutes and 35 seconds



### Response Goal 2

#### First Unit Arrival, Total Response Time - MVA/Rescue

**Goal:** 7 minutes

**Actual Performance:** 7 minutes and 31 seconds



### Response Goal 3

#### First Unit Arrival, Total Response Time - Fire

**Goal:** 7 minutes

**Actual Performance:** 7 minutes and 43 seconds



### Response Goal 4

#### Effective Response Force (daily staffing of 18) - Fire

**Goal:** 10 minutes and 30 seconds

**Actual Performance:** 11 minutes and 54 seconds



### Response Goal 5

#### Turnout Time for All Priority Responses

**Goal:** 1 minute and 30 seconds

**Actual Performance:** 1 minute and 36 seconds



### Response Goal 6

#### Fires Contained to Room of Origin

**Goal:** 70% of all fire calls for service

**Actual Performance:** 67% of all fire calls for service



## Strategic Initiatives

### STRATEGIC INITIATIVE GOALS AND 2022 RESULTS

GOAL			ACTUAL PERFORMANCE
1A	Cost per Capita	Below \$170* (the average of comparable cities in California)	\$161
1E	ISO Rating	Class 3 or better	Class 2
1B	Annual Property Loss	Below 5-year average of \$2.3M	\$3,089,260
3C	Citizen Satisfaction Survey Score	90% or better	94%
1C	Firefighter Injury Rate	Less than 14 reportable injuries (20% of personnel)	20 Injuries
1C	Total Injury Claim Costs	\$150,000 or lower (3% or less of total fire-suppression personnel salaries)	\$40,406
1D	Accreditation Status	Maintain Accreditation Status	Maintained Accreditation Status

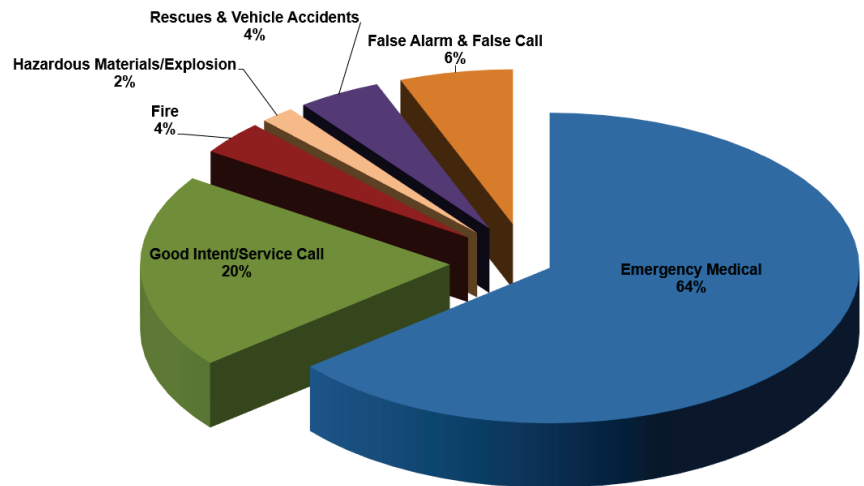
### FIRE & LIFE SAFETY STRATEGIC INITIATIVE GOALS AND 2022 RESULTS

GOAL			ACTUAL PERFORMANCE
5A	Turn-around time for permits and inspections	Issue permits within 10 days of submittal and complete inspections within 24 hours of request.	90%
5A	Plan Checks	Complete plan checks within 10 days, 90% of the time	90%
5A	Project Approval	Approve 90% of projects within three plan checks	90%
5A	State-Mandated Inspections	Complete 90% of inspections annually (E, R.2, R2.1, H)	97%
5C	Fire Investigations	Investigate 100% of all reported fires.	100%
5C	Clearance of Fire Investigations	Clear 90% of all investigation cases within one year.	100%

# Calls for Service

Call Volume by Type, 2020 - 2022				
Incident Type	2020	2021	2022	3-Year Average
Emergency Medical	6,566	7,155	7,844	7,188
Good Intent/Service Call	2,097	2,082	2,487	2,222
Fire	386	433	433	417
Hazardous Materials/Explosion	178	200	221	200
Rescues & Vehicle Accidents	397	427	534	453
False Alarm & False Call	799	614	725	713
<b>TOTAL</b>	<b>10,274</b>	<b>10,911</b>	<b>12,244</b>	<b>11,143</b>

Calls for service are tracked in numerous categories, with a majority of annual calls pertaining to emergency medical services. When citizens are unsure of how to solve a problem and do not know who to call, they often call 9-1-1/dispatch. Good Intent/Service calls are minor emergencies that require a response to investigate or mitigate before they could become significant emergencies causing property loss or health issues. Examples of these calls that fall into this call category include a burst water pipe, smoke mistaken to be a structure fire, trees and/or power lines down due to storm damage, a locked vehicle with a child inside, and a citizen who needs help getting up after a fall. The number of calls received by call type is provided in the chart above.



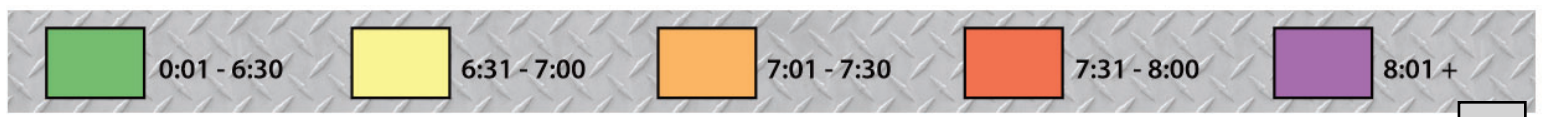
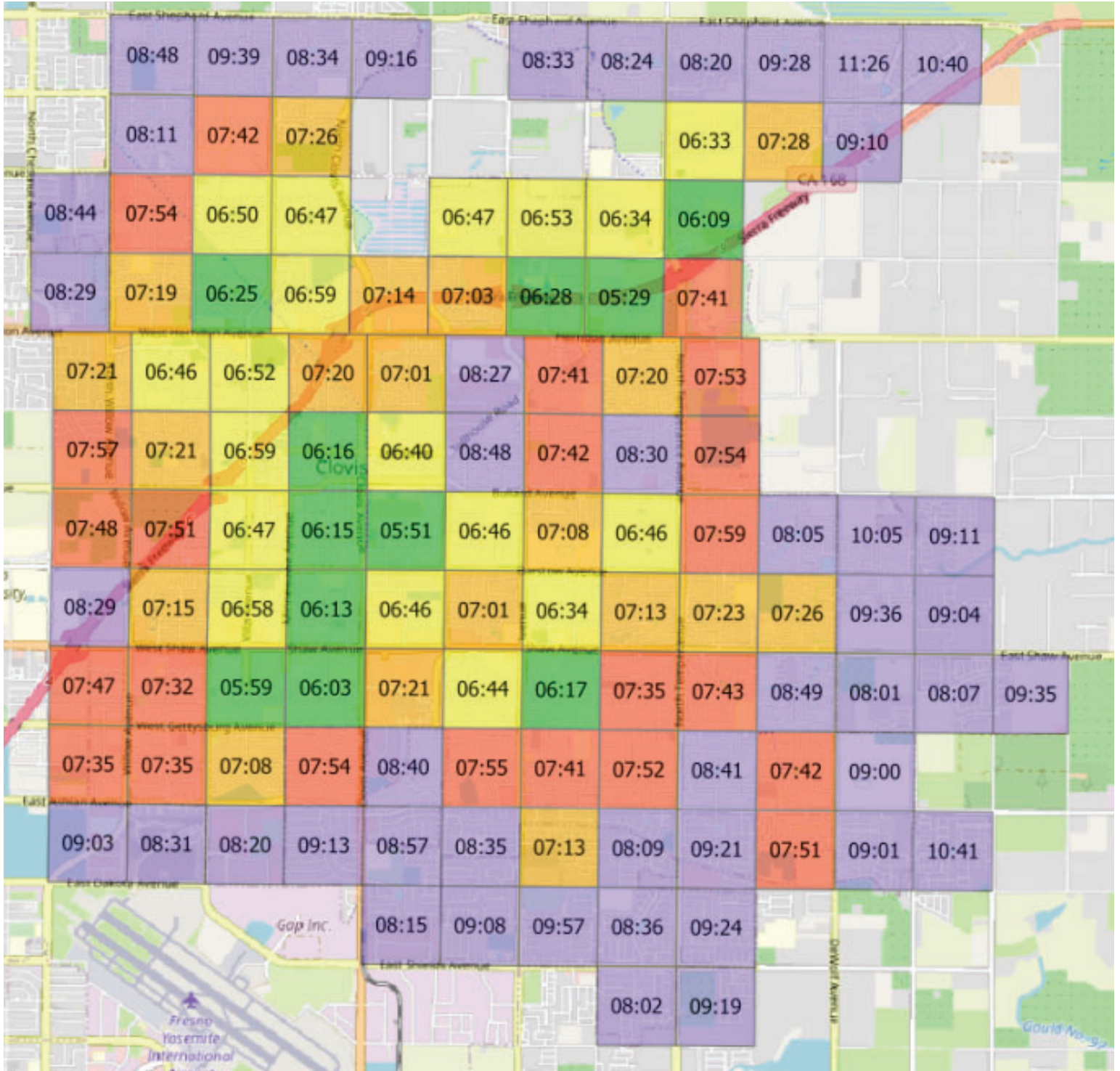
# Total Response Time Performance

The map on the next page illustrates the total response time performance for the Department displayed for the entire service area and broken down by district. The color coding shows the 90th percentile performance of first-arriving units to all priority calls. The times indicate the period from call pick-up to on-scene arrival. Areas in red and purple are those in which response times are the longest, primarily due to the travel distance from the fire station. The outlying peripheral areas are the most significant challenge for overall response time performance. Areas with extended response times are common in all fire departments and the Clovis Fire Department's response time performance in these areas are well within industry norms. Deployment and service areas are evaluated on an annual basis and during the annexation process to ensure optimal service to all citizens.



## Total Response Time Performance

*First-Arriving Unit, Priority Calls, 90th Percentile Performance*



## Significant Events

On May 9, 2022, at approximately 1:30 a.m., an apartment fire was reported at 1050 Minnewawa. The apartment was a 10-unit single-story complex and smoke was showing from all of the roof eaves and vents. The fire extended from the unit of origin to two surrounding units. Additional resources from Fresno Fire and Fresno County Fire were requested to contain the two-alarm fire. Five of the ten apartments suffered damage and the American Red Cross assisted the displaced residents. No injuries were reported on this incident.

**\$488,000**  
*fire loss*

**\$850,000**  
*fire loss*

On August 8, 2022, at approximately 11:00 a.m., a fire was reported in a commercial business at 1095 Cole Ave. First arriving units reported the building was fully involved with fire and 3 additional surrounding structures were threatened. All employees of the business were out of the building and additional resources from Fresno County and Fresno Fire were requested to assist with the two-alarm fire, which was contained to the business of origin. No injuries were reported on this incident.



On August 28, 2022, a house fire was reported at approximately 12:19 p.m. at 134 Poppy Ln. First units on scene encountered a two-story house with heavy fire showing and PG&E electric wires down. Two family members were treated at the scene and released for minor injuries and two cats died in the fire. The American Red Cross assisted the displaced family.

**\$440,000**  
*fire loss*

The most common property type for fire loss within the City of Clovis continues to be due to fire in single and multi-family residences.

## Mutual- and Auto-Aid

Mutual Aid Calls by Year, 2018 - 2022						
	2018	2019	2020	2021	2022	5-Year Average
Fresno County - Received	265	322	234	313	310	289
Fresno County - Provided	239	283	217	280	260	256
Fresno City - Received	233	310	205	208	223	236
Fresno City - Provided	592	707	605	881	862	729
OES Provided	49	34	65	44	52	49



# Training Bureau

The Clovis Fire Department continues to focus on providing high-quality, up-to-date, and essential training to all personnel, including numerous required and recurring firefighting-related training programs mandated by multiple sources. State and national standards require a minimum of 240 training hours per employee, annually. Various regulations, mandates, and consensus standards are utilized to develop training curricula to ensure compliance with National Fire Protection Association, CAL-OSHA, the Insurance Services Office, and other state and national organizations.



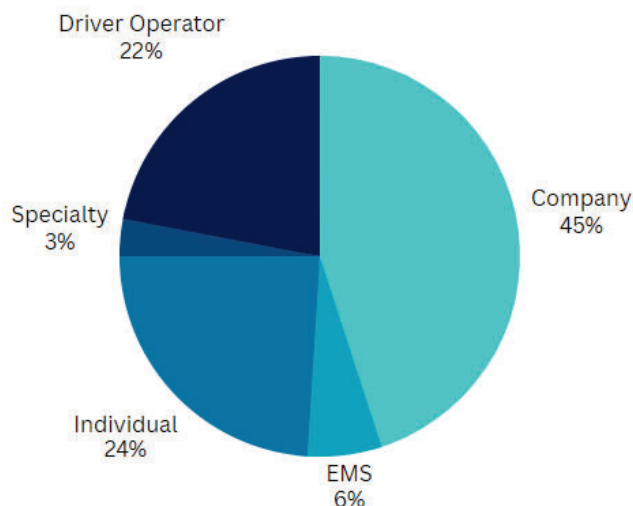
In 2022 there was over 18,000 hours of training completed, averaging about 278 hours per personnel. There were two truck academies that took place with 13 firefighters in total in attendance. The Battalion Chief task book was also overhauled and initiated to 4 personnel who were able to successfully complete their task books. Training continued with our community partners which included PG&E along with EMS in attendance for a simulated gas emergency drill. Training drills were also performed with Fresno Fire

which included a water rescue drill at a local canal. All qualified acting engineers successfully completed their acting engineer recertification. Construction continued to take place for the new training center building which has a planned completion date of early 2023.

The focus for the upcoming year will be to open the new training center building and carrying out more topic specific trainings that have been requested through survey responses. Early in the year we will be hosting company officer courses with 7 classes scheduled along with the return of the Symposium. There is a planned recruit academy in the fall along with a captain recertification. There will also be a PG&E drill and training alongside our auto aid partners such as WUI with Fresno Fire.



## 2022 TRAINING HOURS BY TYPE



Training Type	Hours
Company	8,213.75
Driver Operator	4,014.25
EMS	1,161
Individual	4,323.30
Specialty	640
<b>TOTAL</b>	<b>18,352.30</b>



## Facilities

All Fire Department facilities are inspected on a monthly basis for compliance with regulations as outlined by the City of Clovis Risk Management division. The Department also voluntarily participates in the CalOSHA compliance program, which allows for an annual compliance inspection of one fire facility.

### RATING SCALE

Rating	Description
<b>A</b>	Meets current needs of the organization and complies with current applicable codes and regulations (UBC, UFC, ADA, OSHA, etc).
<b>B</b>	Meets the needs of the organization, but the building needs some ongoing repairs and/or improvements to comply with industry best practices and applicable regulations.
<b>C</b>	Meets the basic needs of the organization, but the building either lacks features needed by assigned personnel or needs significant repairs/improvements to comply with industry best practices or applicable regulations.
<b>D</b>	Sub-standard; facility does not meet the needs of the organization, the structure needs significant upgrades, and it is out of compliance with current building codes or applicable regulations.
<b>F</b>	Facility has major structural issues; emergency crews cannot be assigned.

### FACILITY ANALYSIS

Facility	Age	Needs	Grade
Fire Station 2 2300 Minnewawa Ave.	44	<ul style="list-style-type: none"> <li>Many areas of the fire station are not ADA-compliant.</li> <li>Only one bathroom - which has no privacy.</li> <li>Illegal bedroom configuration with only one exit.</li> <li>No fire sprinklers.</li> <li>Structural integrity is compromised in the jousts.</li> </ul>	<b>F</b>
Fire Station 3 555 N. Villa Ave.	34	<ul style="list-style-type: none"> <li>Station designed without a gym, dining room, or proper storage.</li> <li>Low-water landscaping retrofit.</li> <li>Bathroom remodel.</li> </ul>	<b>C</b>
Fire Headquarters 1233 5th Street	15	<ul style="list-style-type: none"> <li>Refinish floor in BC garage.</li> <li>Replace carpets in EOC due to extensive use and staining.</li> </ul>	<b>B</b>
Fire Station 4 2427 Armstrong Ave.	23	<ul style="list-style-type: none"> <li>Kitchen remodel to add dining area.</li> <li>Bathroom update.</li> </ul>	<b>B</b>
Fire Station 5 790 N. Temperance Ave.	16	<ul style="list-style-type: none"> <li>Low-water landscaping retrofit.</li> </ul>	<b>A</b>
Fire Station 1 633 Pollasky Ave.	15		<b>A</b>
Fire Station 6 2388 Encino Ave.	<1		<b>A</b>

## Fire Apparatus

The Clovis Fire Department’s front-line apparatus, comprised of six fire engines and one ladder truck, are part of the City’s emergency response infrastructure and are positioned strategically throughout the service area. The Department also operates three reserve vehicles and two specialty vehicles. All apparatus are graded in the table below according to the American Public Works Associations (APWA) Fleet Replacement guide.

### APPARATUS SCORING METRIC

<b>Grading Score:</b> Points associated with each	<b>Age:</b> Department goal is 10-year average	<b>Hours:</b> Total Engine runtime during lifespan	<b>Maintenance Percentage:</b> Repairs compared to current market replacement costs
<b>1</b>	0 - 5 years	0 - 3,500	0 - 20%
<b>2</b>	6 - 10 years	3,501 - 6,500	21 - 35%
<b>3</b>	11 - 15 years	6,501 - 10,000	36 - 50%
<b>4</b>	> 16 years	> 10,001	> 51%

<b>A</b> 3 - 4 points	<b>B</b> 5 - 6 points	<b>C</b> 7 - 8 points	<b>D</b> 9 - 10 points	<b>F</b> 11 - 12 points
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### APPARATUS ANALYSIS

Vehicle Type	Unit	Year	Age	Hours	Maintenance	Grade
Engine - Wildland	BE40	2004	19	4,028	23%	C
Engine	E246	2006	17	8,697	37%	D
Aerial Truck	T241	2008	15	9,742	8%	C
Engine	E245	2011	12	8,642	31%	C
Engine	E42	2014	9	9,571	20%	B
Engine	E43	2018	5	3,300	7%	A
Aerial Truck	T41	2019	4	1,327	37%	A
Engine	E44	2020	3	1,689	3%	A
Engine	E45	2020	3	1,043	4%	A
Engine	E46	2021	2	602	2%	A

# Prevention Bureau

## PERMITTING & INSPECTIONS

Inspections of new businesses and existing occupancies are an integral component to ensure the economic vibrancy of the community while reducing community risk for residents. Recurring inspections maintain a connection of citizens to the Fire Department and reduce potential threats to customers, occupants, and first responders alike. Continuing from 2020, Clovis Fire Department has continued to progress in achieving compliance with SB-1205 which requires schools, hotels, hospitals, nursing facilities, and apartments be inspected annually. There are 2,885 occupancies in Clovis that qualify for inspection. Of these, 346 are required to be inspected annually by the State Fire Marshal's Office. The Department has a goal of inspecting the remaining occupancies on a biennial basis. Fire Prevention personnel and engine companies prioritize inspections based on risk. The number of occupancies fluctuates annually as new businesses are built and old businesses are redeveloped. In addition to existing occupancies, inspections of new commercial buildings are completed at various stages of construction prior to occupancy to ensure fire protection and supply systems are within code.

### 2022 Inspection Statistics

Inspection Type	Total Number of Occupancies	Completed Inspections	Percentage Completed
Biennial Inspections - Crews	782	770	98%
Biennial Inspections - Prevention	476	476	100%
Annual Inspections - State Mandated	346	337	97%

## PUBLIC EDUCATION

Public Education serves as the behavioral change component of community risk reduction efforts. While inspections and plan checks provide for the necessary safety elements of the built-out community, training and public outreach provide a foundation for actions citizens can take to further reduce property/life loss in their homes or workplace. Beginning with our youngest residents, Clovis Firefighters, in conjunction with the Alisa Ann Ruch Burn Foundation, conduct annual assemblies in 15 Clovis elementary schools. Firefighters In Safety Education (FISE) use props and an interactive format allowing students to learn core concepts such as stop/drop/roll, stay low under smoke, and how to develop and execute a home escape plan. As in prior years, post testing of students shows a 40% improvement of lifesaving concepts that reduce life and property loss within the community. With the return of in-classroom, Clovis Fire personnel were able to deliver more interactive sessions with students to improve critical life saving messages and have students become familiar with their fire department.

## CLOVIS EMERGENCY RESPONSE TEAM (CERT)

The Clovis Emergency Response Team members continue to be an invaluable asset to the Department and City completing many tasks that further the mission of the Department. In 2022 volunteers assisted with many major events. In March, several volunteers assisted at the CA Training Symposium, partially hosted at the Clovis Fire Training Center. 10 CERT volunteers also manned the CERT First-Aid Booth at the Clovis Rodeo which bandaged minor injuries and also provided water and cooling facilities to event attendees. Finally, the CERT volunteers worked to train citizens on fire safety at the Clovis Night Out event in September. Efforts are in place to offer another training course in 2023.

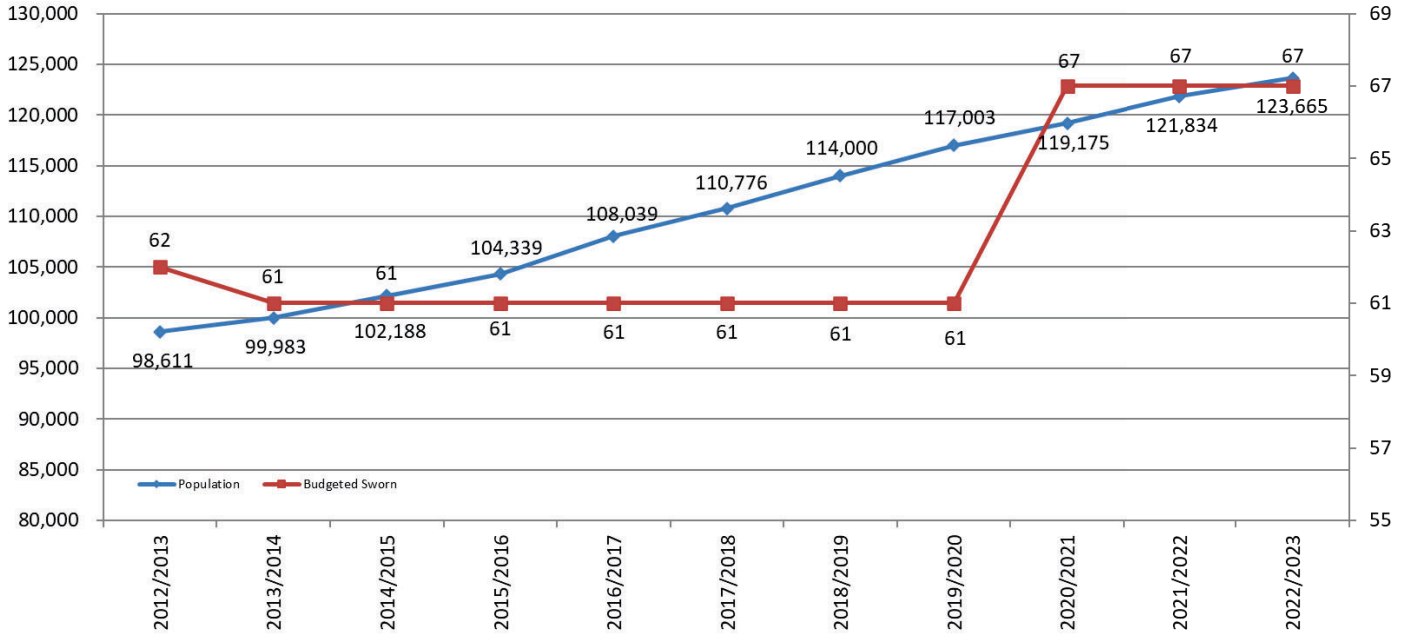


EMS Calls, Medium, Code 3, in Clovis, First Unit at Scene								
Benchmarks at 90th Percentiles								
Time Interval	Benchmark	Metric	All	2022	2021	2020	2019	2018
Call Processing	01:30	Count	5,340	6,249	5,079	5,309	5,285	4,779
		90th Percentile	02:43	01:48	02:12	01:58	01:42	01:40
Turnout	01:00	Count	5,469	6,334	5,378	5,434	5,361	4,838
		90th Percentile	01:27	01:29	01:29	01:28	01:25	01:25
Travel	04:00	Count	5,470	6,340	5,377	5,431	5,362	4,842
		90th Percentile	04:59	05:11	05:12	05:02	04:45	04:45
Total Response-1st on Scene	06:30	Count	5,482	6,358	5,388	5,445	5,371	4,849
		90th Percentile	07:28	07:35	08:00	07:32	07:12	07:02

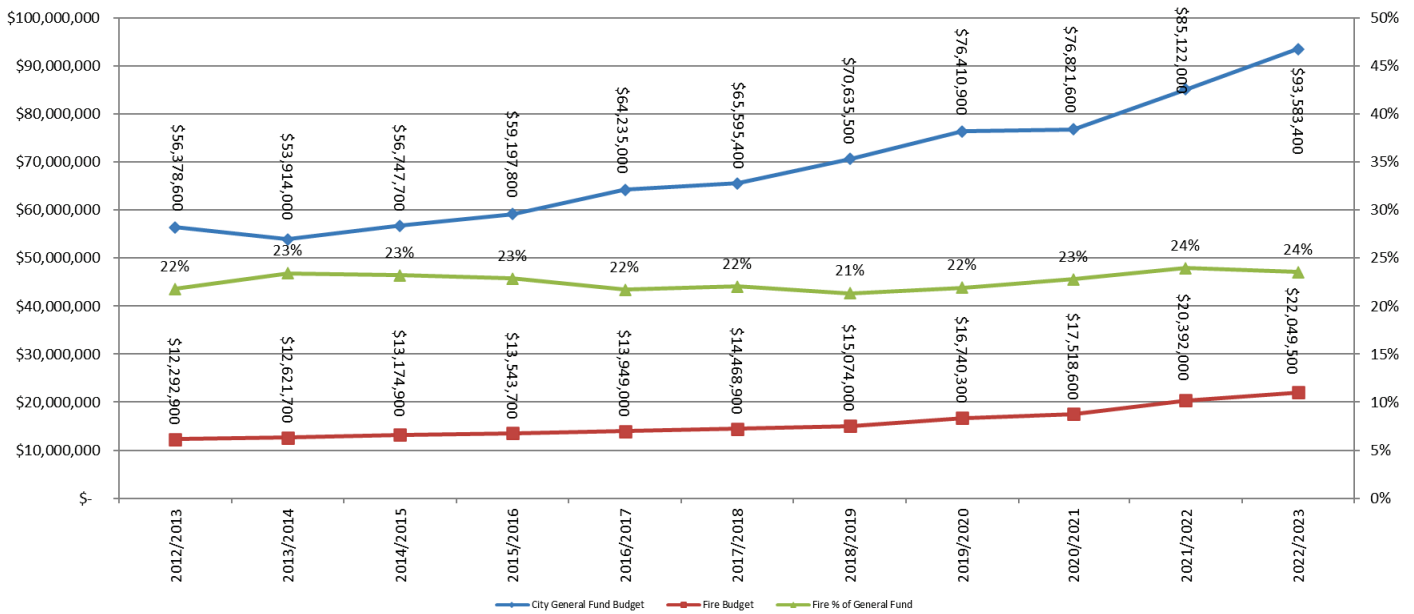
Structure Fire Calls, Low, Code 3, in Clovis, First Unit at Scene								
Benchmarks at 90th Percentiles								
Time Interval	Benchmark	Metric	All	2022	2021	2020	2019	2018
Call Processing	01:30	Count	189	204	206	182	190	162
		90th Percentile	01:52	01:59	01:52	01:53	01:48	01:49
Turnout	01:30	Count	197	206	214	199	203	164
		90th Percentile	01:39	01:38	01:43	01:40	01:37	01:37
Travel	04:00	Count	197	207	216	201	199	163
		90th Percentile	05:28	05:08	05:18	05:52	05:33	05:30
Total Response-1st on Scene	07:00	Count	192	209	208	189	192	164
		90th Percentile	07:54	07:43	08:00	08:24	07:41	07:44

Technical Rescue Calls, Low, Code 3, in Clovis, First Unit at Scene								
Benchmarks at 90th Percentiles								
Time Interval	Benchmark	Metric	All	2022	2021	2020	2019	2018
Call Processing	01:30	Count	581	658	569	539	555	584
		90th Percentile	01:48	01:47	1:58	1:46	1:44	1:45
Turnout	01:30	Count	592	665	583	546	567	601
		90th Percentile	01:31	01:36	1:34	1:29	1:26	1:30
Travel	04:00	Count	593	669	583	546	566	600
		90th Percentile	04:54	05:00	5:10	4:45	4:43	4:52
Total Response-First Unit	07:00	Count	592	669	582	546	564	600
		90th Percentile	07:24	07:31	7:43	7:08	7:13	7:26

## City Population and CFD Sworn Staff Comparison



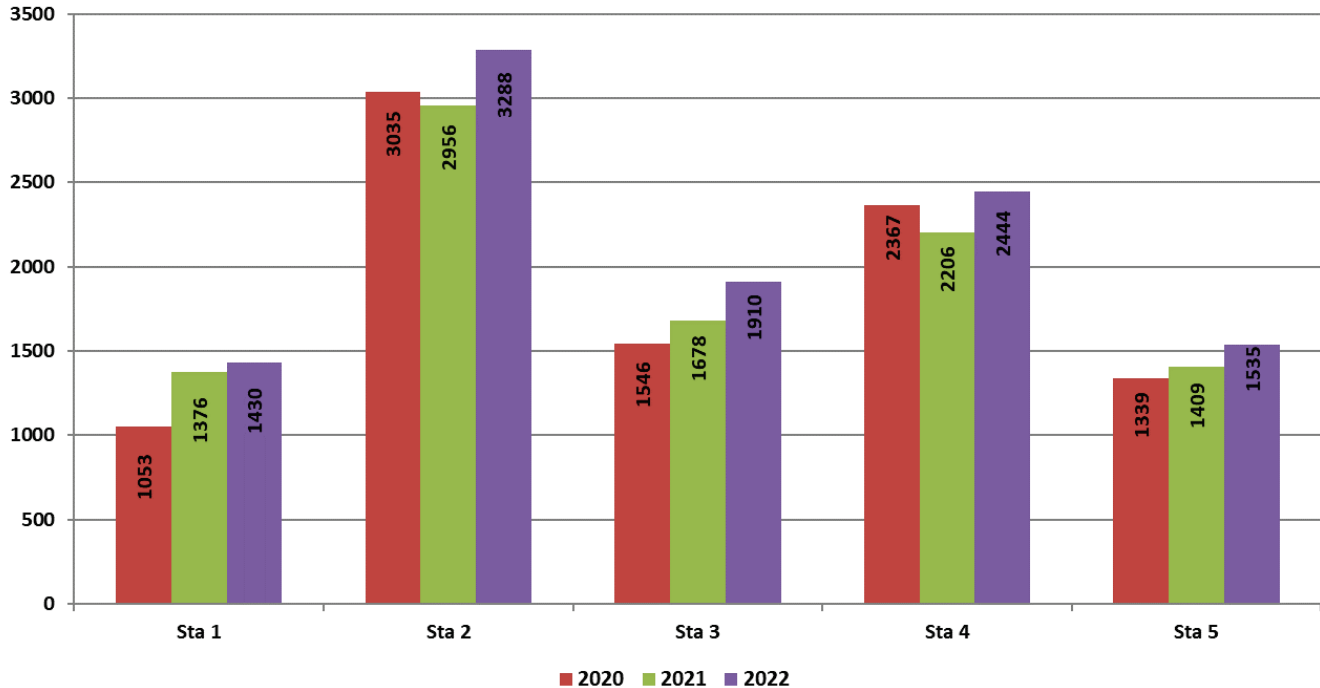
## Clovis General Fund and CFD Budget



## 5-Year Workload by First-Due Unit

Unit	2018	2019	2020	2021	2022	5-Year Average
T41	1,731	2,150	1,639	2,081	2,200	1,960
E42	3,374	3,402	3,230	3,191	3,438	3,327
E43	1,846	2,219	1,922	2,095	2,299	2,076
E44	2,059	2,211	2,519	2,462	2,596	2,369
E45	1,304	1,452	1,410	1,455	1,533	1,431
E46	-	-	-	-	419	419
<b>TOTAL</b>	<b>10,314</b>	<b>11,434</b>	<b>10,720</b>	<b>11,284</b>	<b>12,485</b>	<b>11,247</b>

## 3-Year Workload by First-Due Area







*Prevent Harm,  
Be Professional,  
Use Resources Wisely*







# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 3, 2023

SUBJECT: General Services – Approval – Res. 23-\_\_\_\_, Amending the City’s FY 2022-2023 Position Allocation Plan by deleting one (1) Principal Office Assistant and adding one (1) Staff Analyst position within the Public Utilities Department.

ATTACHMENTS: 1. Res. 23-\_\_\_\_, Position Allocation Plan

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For Council to approve a resolution amending the City’s FY 2022-2023 Position Allocation Plan by deleting one (1) Principal Office Assistant position and adding one (1) Staff Analyst position within the Public Utilities Department.

### **EXECUTIVE SUMMARY**

Currently, the Public Utilities Department is authorized for six (6) Principal Office Assistant positions for fiscal year 2022-2023. It is recommended that the City’s Position Allocation Plan be amended by deleting one (1) Principal Office Assistant position and adding one (1) Staff Analyst position within the Public Utilities Department to work on confidential and higher-level tasks and provide additional support to Management and Administration. Council approval is required for changes to the Position Allocation Plan.

### **BACKGROUND**

The Public Utilities Department has evaluated the work assignments and needs in the Department and have determined that the addition of one (1) Staff Analyst position and the deletion of one (1) Principal Office Assistant position will more efficiently support the current needs of the department.

This Department position will have the responsibility for ensuring confidential information, recordkeeping of safety sensitive personnel and functions, financial accounting of the Landscape Maintenance District, as well as other higher-level tasks required for operational necessity. The conversion of a Principal Office Assistant to Staff Analyst will provide the additional support to Management, Administration, and the Public Utilities Department as a whole. The new position will function under the operational support arm of the Public Utilities Department.

The position allocation change would result in five (5) Principal Office Assistants and one (1) Staff Analyst position within the Department. The desired position allocation change results in the need to modify the City's Position Allocation Plan, which requires Council approval.

#### **FISCAL IMPACT**

The fiscal impact of salary and benefits for this position allocation change would be minimal and estimated at less than \$2,000 for FY 2022-23. There are adequate funds in the Public Utilities Department budget to cover any additional costs for the position.

#### **REASON FOR RECOMMENDATION**

The deletion of one (1) Principal Office Assistant position and the addition of one (1) Staff Analyst position will provide needed additional support within the Public Utilities Department. The change must be reflected in the authorized FY 2022-2023 Public Utilities Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

#### **ACTIONS FOLLOWING APPROVAL**

The position allocation for the Public Utilities Department will be modified as noted in Attachment A of Attachment 1.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

**RESOLUTION 23-\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AMENDMENTS TO THE CITY'S FY 22-23 POSITION ALLOCATION PLAN**

**WHEREAS**, the FY 22-23 Position Allocation Plan in the Public Utilities Department was approved as part of the FY 22-23 City budget adoption process; and

**WHEREAS**, a review of the staffing needs of the City indicates that the addition of one (1) Staff Analyst position and the deletion of one (1) Principal Office Assistant position is necessary in order to provide the needed capacity to cover the complex work assignments within the Public Utilities Department; and

**WHEREAS**, amending the City's adopted FY 22-23 Position Allocation Plan requires City Council authorization.

**NOW THEREFORE, BE IT RESOLVED** by the City of Clovis that the City's FY 22-23 Position Allocation Plan shall be amended as noted in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 3, 2023, by the following vote to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: April 3, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 22-23**

DEPARTMENT		NUMBER OF POSITIONS
<b>Public Utilities Department</b>		
Add:	Staff Analyst	1.0
Delete:	Principal Office Assistant	1.0



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: April 3, 2023

SUBJECT: General Services – Approval – Contract Award to Compass Energy Solutions to Implement Energy Efficiency Projects for \$962,625; and Approval - Res. 23-\_\_\_\_, Authorizing a Loan Application through the California Energy Commission for Project Funding.

ATTACHMENTS: 1. Agreement  
2. Resolution 23-\_\_\_\_

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to award a contract to Compass Energy Solutions (CES) to develop and deliver a cost effective turnkey Solar Photovoltaic (PV) project at the City's three (3) new facilities: Fire Station #6, Senior Activity Center, and Transit Hub.

### **EXECUTIVE SUMMARY**

The General Services Division conducted a Request for Proposal (RFP) for the acquisition of an Energy Services Company (ESCO) to implement approximately \$1 million in energy efficiency projects. The selected vendor is Compass Energy, which has worked with the City for over 13 years to implement multiple energy saving projects.

In addition to approving a new contract with Compass Energy, staff recommends the approval of a resolution authorizing the application and utilization of the California Energy Commission (CEC) 1% Energy Loan Program as the source of funding for these projects. Solar projects are no longer funded through PG&E on-bill financing.

The City will spend \$962,625 in net project costs for implementation of the three energy efficiency projects, and in return, anticipate an annual savings of \$99,344. This equates to an average weekly savings of \$1,910 over the life expectancy of the equipment. The initial investment will pay for itself in 8.2 years.

## BACKGROUND

The City currently has energy efficient upgrades on all its facilities ranging from LED lights to Solar PV systems. To accommodate the growth of the community, the City has added Fire Station 6, a new senior center, and transit hub. While architects designed the facilities to accommodate roof-top solar panels, solar panel and system installation was not included in the construction of the facilities. Therefore, City staff issued a Request for Proposal (RFP) for an ESCO to develop and deliver rooftop Solar PV projects. The RFP was posted to the City's web-based bid management system which distributed the invitation to registered vendors interested in energy efficiency projects. The City's web-based management system distributed the RFP to one hundred thirty-six (136) vendors, of which twenty-one (21) vendors downloaded RFP documents for review. Four (4) vendors attended the mandatory pre-proposal meeting which included a tour of all effected facilities with only two vendors submitting responses to the RFP. The following matrix reflects the results of the RFP:

Vendor	Projected Annual \$\$ Savings	Project Cost	Annual kWh Savings	Payback in Years
Compass Energy	\$99,344	\$962,625	351,750	8.2
Centrica	\$90,455	\$998,455	291,241	9

As a matter of information, an ESCO is a company that contracts with private and public sector energy users to propose turnkey, cost-effective energy strategies that address energy consumption and generation using a wide spectrum of energy measures. An independent ESCO is one who has no allegiance to any specific brand or manufacturer, who can solicit bids based upon the project's integrity, and seek the best possible value paired with long-term integrity, unbiased of any pre-loyalties or commitments.

### City's History with Compass Energy Solutions

During 2009, the City implemented the competitive bid process to retain an ESCO for the implementation of various energy efficiency projects. At the time, the City's web-based management system distributed the RFP to twenty-three (23) vendors. Four (4) vendors attended the mandatory pre-proposal meeting which included a tour of all effected facilities. Compass Energy Solutions (CES), an independent ESCO, was the only ESCO to submit a proposal and was subsequently awarded a contract for the Energy Efficiency Community Block Grant (EECBG) funded \$1.6 mil city-wide energy-efficiency project.

During 2011, the City approved to amend CES's contract, as provided within the terms of the original contract, to act as the City's ESCO for the implementation of a \$3.4 mil solar project.

In 2017-2018, the City made a major effort to retrofit its existing buildings with LED lighting. CES was the responsible contractor on this project, which provided significant energy savings to the City.

CES is well qualified, recently participating in the State of California's 2012 *Request for Qualifications* (RFQ) to establish a qualified ESCO pool for the implementation of State sponsored Energy Efficiency Projects. The RFQ was issued under the authority of Section 388 of the Public Utilities Code to establish a pool of qualified ESCOs that had the resources, financial capability and stability, expertise, and experience to provide services required for implementing State energy services projects. CES is currently listed as a prequalified ESCO for State of California/General Services to implement state energy projects.

### CEC Loan Application

To apply for the CEC loan, Council must approve a resolution (Attachment 2 attached) authorizing the city's application and authorize the City Manager to execute the necessary loan documents.

The CEC also requires that the resolution include a statement declaring that the project is exempt from CEQA pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1 and Section 15302 Replacement or Reconstruction Class 2. Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. Class 2 exemptions consist of replacement or reconstruction of existing structures or facilities. A Notice of Exemption has been prepared by city Planning and Development Services Department staff and is available for public review.

### **FISCAL IMPACT**

The energy efficiency project's proposed price is \$962,625. The energy efficiency project's proposed funding source is a 1% CEC loan of \$962,625. The initial investment will pay for itself in 8.2 years with anticipated annual savings of \$99,344.

### **REASON FOR RECOMMENDATION**

The proposal submitted by Compass Energy Solutions met all the City's criteria for the provision of implementing Solar Photovoltaic projects. Compass Energy Solutions is an established national firm with an excellent professional reputation. They are currently conducting work in California, Virginia, Maryland, and North Carolina. Compass Energy Solutions was qualified by the California Energy Commission as an Energy Services Company (ESCO) in 2012, allowing them to conduct qualified energy services in California. Their parent company, Compass Energy Services is based out of Virginia, with Compass Energy Solutions having two branch offices located in Southern and Northern California.

Compass Energy Solutions has a proven track record with the City. Previously, they were the recipient of a contract award by the City for the purposes of conducting an energy cost recovery analysis which included a review of all electrical and gas accounts, and utility tariffs. During the tenure of this contract, Compass Energy Solutions was very professional, providing City staff with constant updates of their recommendations and all PG&E correspondence.



**ACTIONS FOLLOWING APPROVAL**

Staff will execute an agreement between the City and Compass Energy Solutions, in the amount of \$962,625.00 for Solar PV projects at the new Senior Activity Center, Transit Hub and Fire Station #6 for approval by the City Manager. Upon approval, Staff will immediately schedule Compass Energy Solutions to commence work and submit the approved resolution to the CEC to process the loan.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager *AA*

# EXHIBIT B CONSULTANT PROPOSAL



The City of Clovis  
ESCO Projects Implementation

Due Date: February 7, 2023 by 2:00pm

Johnny Mattice  
Director Business Development  
916-216-6739  
jmattice@cesolutionslp.com

February 7, 2023

Shonna Halterman  
 General Services Director  
 City of Clovis  
 1033 5th St  
 Clovis, CA 93612

Re: ESCO Projects Implementation

Dear Shonna,

Compass Energy Solutions (CES) is pleased to develop and deliver comprehensive energy services for the City of Clovis. CES has successfully worked with the City for the past 13 years, delivering multiple energy savings and sustainability projects. We are proud to have requested **No Change Orders** over our 13-year partnership. We are excited for the opportunity to deliver another successful Solar PV project for Fire Station #6, Senior Activity Center and the Transit Hub.

CES will provide a phased approach to install Fire Station #6 first, while the Senior Activity Center and Transit Hub are under construction. Our resources will allow CES to secure volatile steel and panel pricing now, utilizing the phased approach and maximizing savings on Fire Station #6, while the Senior Activity Center & Transit Hub are under construction.

CES will provide a cost-effective turnkey Solar PV solution to maximize the available rooftop space and reduce operating costs through sustainability. We will also provide a finance option through the California Energy Commission (CEC) 1% Loan. CES has assisted its clients in qualifying 100% of submitted CEC Loans for energy projects. Last month we successfully qualified \$3M in CEC loans for a District Wide LED Lighting/Controls Project.

Compass Energy Solutions accepts the terms of the solicitation.

Authorized Personnel:

Johnny Mattice  
 Director of Business Development  
 Western Region  
 jmattice@cesolutionslp.com  
 916-216-6739

Phil Zubicki  
 Director of Operations  
 Western Region  
 pzubicki@cesolutionslp.com  
 951-553-6334

Sincerely,

Fred Ghahramani

President/CEO

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## Executive Summary

Compass Energy Solutions has been successfully working with Cities, Counties, Community Colleges and K12 clients for the past 19 years. CES is 100% product and service neutral, which allows us to provide the most cost effective and turnkey energy saving solutions. A great example of CES's quality energy projects and unparalleled service has been on display for the City of Clovis for the past 13 years. We deliver on time and within budget. CES has never requested a single change order from any of our City of Clovis projects.

(CES) has the experience and expertise to develop, manage and implement cost effective energy conservation projects in the areas of LED Lighting, Solar PV, HVAC Replacement, Energy Storage and Building Controls. Coupled with our extensive data base of design professional and vendor resources we bring the greatest return on investment for our customers. Partnering with Compass Energy Solutions ensures that your investment is protected, implemented and meeting the expected energy reduction savings.

We truly consider our company a partner with the City of Clovis. We have enjoyed our rapport with the City of Clovis and have been impressed with City staff's knowledgebase and their ability to comprehend the sometimes complex world of renewable energy and conservation.

As a partner, CES recognizes that ESCO awarded projects under California Government Code 4217 require the item appear and be presented in a public forum to the City Council, therefore as in our previous projects, CES will assist City staff in providing pertinent information and charts so that staff can develop their PowerPoint presentation. Also, if requested, CES in tandem with City staff will participate in the actual presentation to the City Council and be available for any questions the Council may have. We have conducted tandem presentations in the past for the City of Clovis with a high degree of success.

CES has provided service to the City of Clovis for the past 13 years. As a matter of peace of mind, the City can be assured that we have and will continue to provide and resolve post install issues for CES installed projects. We truly believe that character plays a large part in the true overall value of a project. We are here to support the City for the post duration of our installed projects and assuring the City that they have invested in a bona-fide high-quality project that will serve the taxpayers for years to come.

## Background Experience & Capabilities

### Background and Firm Profile

**Compass Energy Solutions (CES) has been in business and executing performance contracting with the Public Sector for 19 years. CES is pleased to present our qualifications and capabilities to identify and develop cost effective, energy efficient and capital improvement projects for the City of Clovis. Our California Offices will be participating in the development of the proposal, evaluation process and in the execution of all services.**

CES is one of the nation's premier Energy Services Company (ESCO), providing comprehensive and proven energy infrastructure development, asset management, efficiency improvements and performance contracting to a wide range of institutional, higher education, state and local government customers. Headquartered at 1811 Huguenot Rd, Suite #206, Midlothian VA 23113. Our Folsom office will provide management and support the City of Clovis Project. This submittal is generated from the Folsom Office with support from our corporate office. CES has 100+ years of combined technical and managerial expertise in the Energy Services and Energy Efficiency business.

CES provides unparalleled service thorough a single point of contact. CES's strength is our ability to listen, understand, collaborate and define the exact needs of our customer. Once a scope of work has been developed, we have the experience and expertise to execute on time and within budget.

### **Project Contact Person:**

Johnny Mattice  
 Director Business Development  
 916-216-6739  
 jmattice@cesolutionslp.com

### **CES Officers:**

Fred Ghahramani	President/CEO
Chris Zigler	CFO
Vance Williams	VP Business Development

CES has executed 75+ energy savings performance contracts since inception. Since 2009, CES has successfully implemented (8) energy efficient and sustainability projects for the City of Clovis that have met or exceeded expectations. *CES did not issue a single Change Order in our 13-year partnership with the City.* Each project has been directly managed from our California offices in Folsom & Redlands. CES has 12 full time personnel.

We are privileged to work with K-12, Community Colleges, higher education, and State and local agencies. CES is particularly proud of the awards our Community College customers have achieved over the years, including Santa Monica College, Santa Barbara City College, and most recently two districts, Victor Valley College and Palomar College, were both recognized in 2019 by the CC Chancellors office Board of Governors in achieving extraordinary Energy Efficiency and Sustainability awards.

CES, through a competitive bid process, will select the most qualified subcontractors and will negotiate the best possible value for the City. We also utilize a network of local qualified subcontractors to perform various tasks and trades for our projects.

CES has the resources to provide guaranteed performance contracting, but we do not recommend the guaranteed savings model to our clients. We guarantee the performance of the equipment through our M&V protocol. Guaranteed savings contracts, by design, are difficult to fully understand and are layered with caveats that benefit/protect the ESCO's. There are additional costs with a guaranteed savings model that includes ongoing measurement & verification along with continuous commissioning to ensure the agreed upon savings. Paperwork/accounting for the City is another pitfall in the guaranteed savings model. The agreed upon savings is set at such a low baseline that the savings will most likely be achieved and if the savings are not achieved there are stipulations in the contract to assist the ESCO in lowering their risk. If the guaranteed savings are not met, then negotiations take place; more money and time for the City. CES would appreciate the opportunity to meet with you and your applicable staff for an open discussion on this topic and to provide insight of how *energy performance contracting* actually works. CES does not believe the guaranteed savings, shared savings or power purchase agreements (PPA) benefit our customers.

### **Project Team**

CES's organizational structure is designed to provide the City of Clovis with the most cost-effective energy efficiency & renewable solution. Our company is very active in performance contracting in California. CES possesses a flat, compact structure, intended to simplify and expedite decisions and problem solving. We pay close attention our customer's needs and each detail of the project. Our professional staffs are licensed in California, in a variety of Contracting disciplines and professional Mechanical Engineering.

The basis for our organization's arrangement is our points of contact with a client. Single point of contact is our project executive (Johnny Mattice), energy engineers (Don Fantz – P.E., Kevin Fantz), and project manager, (Phil Zubicki)—the team is provided with peer level support within the department and leadership directly from CES President, Fred Ghahramani. Each of the managers receives guidance from our founders and principals. This arrangement, with at most three tiers, has historically provided the greatest customer service capacity and most streamlined execution of energy service projects.

***Fred Ghahramani, President Compass Energy Solutions*** - Mr. Ghahramani's 30 year plus career has centered on energy contracting, consulting and engineering, while working for several large utilities, utility consulting firms, and energy services companies. Prior to founding Compass Energy Solutions, Mr. Ghahramani served as Vice President and General Manager of Noresco, LLC where he managed the performance contracting business in the Western Region. Before joining Noresco, Fred worked for Dominion Evantage, where he was the Director of Business and Product Development; developing and deploying innovative products and services such as performance contracting and energy asset management to higher education, K-12, state and local government customers. Prior to Evantage, he worked as Vice President of the Consulting Business Unit for A&C Consultants, Inc., in San Francisco, where he provided consulting to utility and energy companies nationally. Prior to that, he served over ten years with Pacific Gas and Electric Company in several executive positions of increasing responsibility, focusing on research & planning, engineering and marketing functions. Fred has played a major role in developing and implementing over \$500 million

in performance contracting projects. Mr. Ghahramani holds a B.S. in Civil Engineering with a structural option from New Mexico State University and a Master of Business Administration from Golden Gate University.

**Christopher Ziegler, Chief Financial Officer** - Prior to co-founding Compass Energy Services Inc., Mr. Ziegler served as General Manager of Evantage, Dominion's Energy Services division. Prior to his appointment as General Manager, Chris was a sales executive on Wholesale Energy-Trading Floor for Virginia Power. Before joining Dominion, Mr. Ziegler held numerous positions with a large multi-national industrial concern where his positions included directing a sales and marketing team based in London, which had selling responsibilities in Western Europe, the Middle East, and Africa. Mr. Ziegler holds a B.S. in Accounting and Finance from Miami University and a Master of Business Administration from Case Western Reserve University. Chris is a Certified Public Accountant.

***Johnny Mattice, Director Business Development*** - Johnny is responsible for developing and implementing \$30M+ in new business strategies on the West Coast for Compass Energy. Prior to joining CES in March, 2009, Johnny spent 10 years developing and executing marketing and sales strategies in the Energy sector. He was the top Sales Manager in Northern California for Ice Energy, Inc. working with thermal energy storage and energy efficiency projects. Johnny holds a B.A. in Psychology from Brigham Young University, Provo Utah.

***Phil Zubicki, Director of Operations*** – Mr. Zubicki is a versatile and creative professional with proven expertise in project development, project and construction management. He has demonstrated ability to develop and implement integrated energy projects and exceeding customers' expectations. His entrepreneurial background provides extensive knowledge of complete business and technical cycles and commitment to excellence which produces exceptional results. Greatest strengths demonstrated in challenging engineering and construction situations that require broad range of skills with creative problem solving, relationship building and persuasive communication in project development and implementation. Philip has worked with large commercial construction entities and energy efficiency technology incubators. He has demonstrated proven abilities in selecting, negotiating and managing sub-contractors to implement complex energy projects coast to coast. Philip has earned his BA in Business Management from Kent State University. He has California B Contractor's License and is a LEED Accredited Professional.

***Donald Fantz Sr. Project Developer*** - Mr. Fantz has over 30 years of experience as a consulting engineer, energy engineer and performance contracting specialist. His energy engineering experience begin in the 1980's being employed by Pacific Gas and Electric company (PG&E), where he was a trail blazer in customer energy efficiency and energy conservation. While employed by PG&E, as an energy engineer and energy solutions manager, he was involved with the largest Commercial, Industrial and Agricultural customers in San Joaquin Valley and the Bay Area at that time. Mr. Fantz is known nationally in the fields of refrigeration, air conditioning, heating, process design and in the field of power generation and cogeneration (CHP.) Don is a licensed mechanical engineer (PE) in California. Mr. Fantz is an alumnus of Freson State University (FSU). Mr. Fantz holds a BS degree in Mechanical Engineering from Fresno State University and a Master Degree in Engineering from University of Colorado. He has organized and conducted training seminars in the field of energy conservation for Public Utilities and large commercial and industrial customers. Mr. Fantz is well known as a guest speaker for various technical societies on the subject of cogeneration, power



generation, photovoltaic solar power generation, absorption refrigeration and thermal energy storage among other energy related topics.

***Kevin Fantz, Energy Specialist-*** Mr. Fantz has over 25 years of experience in energy related fields. His experience in energy management began in 1986 when he was a Flight Engineer in the Air Force as an aviator on C-141 large cargo airlift airframes and has continued to the present. He has been a small commercial energy surveyor for PG&E, an Energy Specialist for P&P Engineering, Resource Manager at Lemoore Naval Air Station where he earned the Federal Energy Management Program award, and commercial energy consultant. Mr. Fantz has crafted many successful programs for both profit and non-profit organizations. These include coordination of California State Grant programs, most notable the Fresno Chamber of Commerce Energy Program, Irrigation District Energy Grants, and Federal Energy Efficiency programs. Mr. Fantz has a BS in Management and Information Systems from CSU at Fresno.

CES's proposed management approach involves assigning senior level engineers and project management staff to the City of Clovis project. One lead project developer will be assigned to orchestrate the evaluation/design of measures and their presentation to the City's point of contact. One lead senior project manager will be responsible for the implementation of those measures, management of subcontractors and the ultimate satisfaction of the client. This project manager will have the ability to make binding field decisions in order to expedite the project.

CES ensures project success by streamlined and efficient organization of resources, focus on communication with the client, availability of resources and knowledge, well-defined accountability, and agile decision-making. In addition, the selection of well-qualified subcontractors, the best possible equipment and a commitment to a customer's vision provide a combination that will lead to a well executed project.

**References:**  
**Performance Contracting**



**Client:** College of the Sequoias Community College District  
**Location:** Hanford, CA  
**Project Date:** June-December 2022  
**Project Size:** Hanford Educational Center Campus

**Total Project Cost:** \$2.1M

**List of Improvements:** Developed and implemented 300kW AC Solar Carport

**Projected Annual kWh Savings:** 540,000  
**Projected Annual Stipulated Savings:** \$108,000

**Contract Terms:** Design/Build, Stipulated Savings

**Source of Funds:** District Funds

**Technical Design Personnel:** Vance Williams, Fred Ghahramani, Phil Zubicki, Johnny Mattice, TJ McDonald

**Project Schedule:** Project completed December 2022

**References:**  
Ron Ballesteros-Perez  
Assistant Superintendent/Vice President, Administrative Services  
College of the Sequoias  
(559) 730-3734  
ronb@cos.edu



**\*PALOMAR COLLEGE WAS RECOGNIZED STATEWIDE FOR “BEST OVERALL DISTRICT-MEDIUM” IN THE CCCCCO ANNUAL EXCELLENCE IN ENERGY AND SUSTAINABILITY AWARD COMPETITION.**

**Client:** Palomar CCD  
**Location:** San Marcos, CA  
**Project Dates:** January 2014 – Current

**Project Size:** (4) Campuses  
**Total Project Cost:** \$17.3M

**List of Improvements:** LED Interior/ Exterior/Parking lot Lighting District wide  
 State of the Art, Title 24 Occupancy Sensor Controls  
 HVAC Replacement  
 Campus wide Energy Management System (EMS) upgrade  
 216 kW Solar Carport and Rooftop PV  
 620 kW Solar Carport (SEC)  
 439 kW Solar Carport (Main Campus)  
 161 kW Solar Carport (NEC)

**Projected Annual kWh Savings:** 5,590,000  
**Projected Annual Savings:** \$824,000  
**Estimated CCC/IOU Incentives:** \$600,000

**Contract Terms:** Design/Build, Stipulated Savings  
**Source of Funds:** 0% SDGE On Bill Financing  
 CCC/IOU Partnership Rebate  
 Proposition 39 & District Funding

\*Compass Energy negotiated to secure the OBF and Partnership Rebate on behalf of Palomar CCD to cover the balance remaining after Proposition 39 funding.

**Technical Design Personnel:** Vance Williams, Fred Ghahramani, Phil Zubicki, Rick Brown, Ken Riley, Brandon Reed, Jason Smith

**References:**  
 Ron Ballesteros-Perez  
 VP Administrative Services  
 (559) 730-3734  
 ronb@cos.edu



**Client:** City of Clovis  
**Location:** Clovis, CA  
**Project Dates:** February 2010 - Current  
**Project Size:** (12) Buildings

**Total Project Cost:** \$12.85M

**List of Improvements:** Citywide Interior & Exterior LED Lighting Retrofits w/Controls  
 Citywide HVAC - Boiler & Chiller Replacements  
 Solar Photovoltaic – Multiple sites totaling 1.2MW AC

**Projected Annual kWh Savings:** 3,981,478  
**Projected Annual Savings:** \$789,500

**Contract Terms:** Design/Build, Stipulated Savings

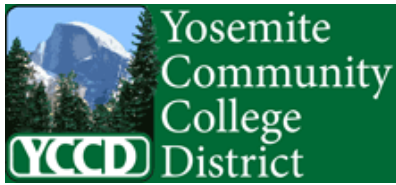
**Source of Funds:** EECBG Grant, CEC loan, Municipal loan, Utility On Bill Financing, CSI, Utility Incentives

\*Compass Energy negotiated and secured the EECBG Grant, Municipality Loans, 1% CEC Loan, CSI & PG&E Rebates on behalf of the City of Clovis

**Technical Design Personnel:** Johnny Mattice, Fred Ghahramani, Irwin Weingarten, Vance Williams, Mike Baxter, Rick Brown, Phil Zubicki

**Project Schedule:** Completed on Schedule

**References:**  
 Larry Louie (Retired)  
*Department Support Manager*  
 (559) 260-5752  
 Louielouie1000@yahoo.com



**Client:** Yosemite Community College District  
**Location:** Modesto, CA  
**Project Dates:** November 2022- April 2023  
**Project Size:** (40+) Buildings

**Total Project Cost:** \$5.5M

**List of Improvements:** LED Retrofit & Dimming Controls East/West Campus  
 Update Building Controls & Standardize HVAC Set Points  
 Adjusted after hours kWh consumption  
 290 kW Solar Carport East Campus

**Projected Annual kWh Savings:** 7,400,000  
**Projected Annual Stipulated Savings:** \$681k

**Contract Terms:** Design/Build, Stipulated Savings

**Source of Funds:** CEC 1% Loan, Utility Rebate and District Funds

\*Compass Energy negotiated and secured the CEC 1% Loan and \$200k in Utility Rebates

**Technical Design Personnel:** Johnny Mattice, Fred Ghahramani, Phil Zubicki, Vance Williams

**Project Schedule:** On Schedule to be completed April 2023

**References:**  
 Judy Lanchester  
 Director Facilities, Planning & Operations  
 (209) 575-6903  
 lanchesterj@yosemite.edu



**Client:** County of Calaveras  
**Location:** San Andreas, CA  
**Project Dates:** June-November 2020  
**Project Size:** (15+) Buildings

**Total Project Cost:** \$3.2M

**List of Improvements:** Replaced (54) HVAC Units  
 Replaced (2) Gas Fired Boilers  
 Installed & Commissioned HVAC Controls

**Projected Annual kWh Savings:** 1,200,000  
**Projected Annual Stipulated Savings:** \$102k

**Contract Terms:** Design/Build, Stipulated Savings

**Source of Funds:** Municipality Loan and County Funds

**Technical Design Personnel:** Johnny Mattice, Fred Ghahramani, Phil Zubicki, Vance Williams

**Project Schedule:** On Schedule and completed in November 2020

**References:**  
 Al Alt (Retired)  
 County Administrative Officer  
 (530) 521-1955  
 Albert\_g\_alt@yahoo.com

**Recommended Technologies**

Although the project for the RFP is strictly Solar PV, CES has included a wide range of ECM's in our references to show our versatility and expertise in all areas of energy conservation.

## Technical Approach

### Needs Analysis

CES will take a holistic approach to understanding the scope and how energy impacts the City. The first step to an energy service project is to perform a comprehensive energy audit. A site audit is mandatory and will provide the details necessary for the most cost-effective installation. Available space and building kW/kWh load will determine the optimal size of the solar system. Since each site has identified Solar Rooftop space, CES will maximize the space for optimal production and savings. Next, we will conduct an in-depth energy and economic analyses of the project to determine its cost effectiveness and impact.

Our preliminary review of the design and analysis must indicate that the project is economically viable and will pay for itself within the useful life of its operation. A CES energy audit includes site visits, facility personnel interviews, utility bill analysis, energy simulation modeling and detailed energy engineering calculations.

In our analysis, we will take a more conservative approach to costing and energy analysis. Therefore, CES will not cut corners, delete any work and will not substitute inferior materials and equipment in order to justify our price and our proposal. We assure the City that we shall deliver energy efficiency & renewable projects with superior workmanship, within budget and on time. Ultimately, it is CES's goal to always utilize equipment and components possessing a high degree of trouble-free endurance, worthy for installation at a government facility.

Once the project is complete CES will contract with a 3<sup>rd</sup> party Monitoring and Verification (M&V) company to verify that the system will provide the contracted kW AC.

### Training

CES has developed and provided extensive training programs to its customers. The anticipated energy and costs savings will be assured by through implementation of a successful training program. We will provide workshops with training manuals on equipment operation and maintenance procedures/intervals. We will involve the maintenance staff early on, to teach and demonstrate the importance of energy savings coupled with operation efficiencies. We will take a hands-on approach, involving facility maintenance and operations' staff and be sure they are fully onboard and equipped with the necessary knowledge that will assure they understand the project and are committed to the success of the program.

Staff Training is an integral part of this proposal. We believe training staff who will maintain the equipment empowers the client to deliver the energy savings. CES will hold a comprehensive 2-4 hour monitoring training session specifically tailored for the client's operational personnel. Additional training will be made available if needed. CES will commission the monitoring system and identify the optimal parameters for alerts/alarms and establish a City Staff priority list for monitoring notifications. CES will also provide a recommended panel cleaning schedule to maximize production.

### **Project Management**

Compass Energy Solutions will manage all Owner initiatives in accordance with the Project Management Institute (PMI) triple constraint of scope schedule and budget. The PMI Project Management Book of Knowledge (PMBOK) lists the five phases of project management as initiation, planning, execution, control and closeout. Training and experience has validated these phases as the most cost effective scheduling methodology to accomplish the goals of the project.

### **Timeline**

The timeline for any project begins with the Notice to Proceed (NTP). After receiving the NTP from the Owner, CES will begin to develop the preliminary project schedule in anticipation of the kick-off meeting with the Owner.

The scope of work will be phased, requiring multiple mobilizations at each respective site. During the kick-off meeting, a preliminary project schedule in MS Project format, incorporating a detailed Work Breakdown Structure (WBS) will be reviewed and discussed. Input from the Owner regarding timing and priorities will be noted and incorporated into a revised schedule and submitted for approval. During the execution phase, the project schedule will be updated on a mutually agreed upon interval and submitted accordingly. The project duration is a function of the scope of work, construction document development, material lead time and receiving the necessary approvals from the authorities having jurisdiction (AHJ).

### **Project Development**

CES will follow the standard architectural design phases of Schematic Design, Design Development and Construction Documents when preparing the project drawings. At each phase of design, progress drawings will be shared with the Owner for review and critique. Changes to the drawings, if any, will be made incorporating input from the Owner at each phase. This process will apply for all locations.

At the conclusion of the Design Development phase, the Construction Document phase will begin with the intent of completing drawings for submission to the authorities having jurisdiction (AHJ) as part of the permit application process.

### **Construction Phase**

Predicting the time window for completion of the plan check process by the AHJ is speculative and will be represented on the preliminary schedule as an estimated timeline. Materials and equipment will then be ordered, following receipt of the approved construction documents. Based on the availability and delivery dates provided by the manufacturers, a more precise construction schedule will be developed and submitted to the Owner.

Following mobilization and the commencement of field activities, project meetings can be scheduled on an interval at the discretion of the Owner. During each project meeting an updated project schedule will be submitted and discussed as needed.



### **Utility Interconnect and Testing**

At the conclusion of the Construction Phase the solar array at each respective location will be interconnected to the utility power grid. Following the interconnect, the photovoltaic modules will be cleaned in anticipation of Measurement and Verification (M&V). The purpose of M&V is to ensure and demonstrate that the array is performing within its power generation design parameters. As standard practice, CES will have the M&V performed by a third-party firm, for purposes of objectivity.

### **Closeout Phase**

The Closeout Phase consists primarily of compiling all of the project documentation which consists, but is not limited to:

1. Compass Energy Solutions warranty statement.
2. All product cut sheets.
3. All product warranty documents.
4. Copies of all approved submittals.
5. Copy of the building permit.
6. Copy of all inspection cards.
7. Complete set of approved drawings.
8. Memory device (1) containing all of the closeout materials listed.

### **Team Member Responsibilities**

#### **Project Manager**

The PM has the most direct contact with field forces and reports to the Compass Energy Director of Operations. Primary responsibilities include:

1. Maintaining adherence to the jobsite safety program.
2. Ensuring quality control.
3. Project schedule compliance.
4. Coordination of field forces.
5. Interface with the City representative.

#### **Director of Operations**

The Compass Energy Director of Operations primary responsibilities include:

1. Primary interface with the City during the Construction Phase.
2. Development and maintenance of the project schedule.
3. Ensure compliance with all contractual obligations.
4. Prepare all documents for scheduled Owner's meetings.
5. Coordinate and participate in project meetings.
6. Respond to Owner representative with information and updates as needed and/or requested.

### **Savings Projections**

Base line calculation, ECM calculations and post-installation calculations are based on industry recognized standards and tools that will include a number of attributes such as historical utility data, on site measurement, equipment name plate data and a number of other engineering calculations, inclusive of computer simulations. Since utility data history is not available or limited for this project, CES used PG&E's per sq/ft electrical use for the Senior Center & Transit Hub and used Fire Station #5's electrical load profile to estimate Fire Station #6. We also analyzed the limited Fire Station #6 electrical data to determine the cost/kWh. The identified solar roof area production will not exceed the estimated electrical load for each of the sites.

Each of the Solar PV sites has an identified roof area that is solar ready. CES will provide the most efficient and high output panels to produce the most savings within the identified solar ready areas. Helioscope is the software tool that we will use to calculate the estimated annual kWh production of each system. The Helioscope software is a system calculation tool that will assist CES with annual kWh production and projected cost savings based on weather variables and Peak/Partial Peak utility daily hours. CES will provide an estimated annual kWh production based on all current variables.

Once the estimated annual kWh production is determined, CES will identify a blended utility rate, specific for each location based upon PG&E's rate tariff. The blended rate will be multiplied with the annual kWh production to provide an annual stipulated savings for each location. The information is transferred into Exhibit C.

### **Diverse Vendors**

CES offers a corporate culture where ideas are welcomed and encouraged; diversity programs capture the strength of thought rather than ethnicity, and mentoring/training programs take careers and business opportunities to new heights. CES offers opportunities in Energy Engineering, Mechanical Engineering, Electrical Engineering, Project Development, Construction Management, and Measurement & Verification fields. We also offer great careers to experienced professionals pursuing opportunities in conceptual sales and business development. CES offers exclusive subcontract opportunities to VENDORS qualified under Federal and State Diversity Programs.

In 2012 CES was interested in expanding into State & Federal projects. CES worked closely with Veteran-Owned Small Business (VOSB) owners and incorporated the VOSB into our energy savings proposal to the Department of General Services (DGS). Although CES decided not to work on State & Federal projects, the VOSB played an integral role in our State proposals.

## Financial Approach

### Financial Source

There are (2) exceptional finance vehicles that allow Cities to implement energy efficient projects: California Energy Commission (CEC) 1% Energy Loan Program and PG&E 0% On Bill Financing (OBF). CES has over 15 years of experience working with the CEC & OBF finance programs. CES has successfully assisted the City of Clovis in qualifying multiple CEC & OBF projects. As an added benefit and pass-through cost, CES manages all the paperwork to qualify the projects, the payment reimbursement process and the post project quarterly reporting.

### **The CEC 1% Loan Program**

- 1% up to 20 years
- No collateral
- Secured by the savings
- \$3M Max

### **PG&E 0% On Bill Financing**

- 0% up to 10 years
- No collateral
- Secured by the savings
- \$4M Max
- Solar does not qualify

CES would recommend the CEC 1% Energy Loan Program for the Solar Rooftop Project. The process is user friendly, the 1% loan is secured by the savings and the reimbursement payments are within 15 days. The CEC 1% Loan creates a net positive cash flow, day 1 for the Solar Rooftop Project.

In addition to the multiple CEC & OBF projects that we qualified for the City of Clovis, CES has executed 11+ CEC & OBF energy projects for other clients. Last month, we qualified a \$3M CEC 1% Energy Loan for a Central Valley Community College to implement a Solar Carport & LED Lighting Project.

### Guarantee Documents

CES guarantees the performance and equipment of the Solar PV System through an M&V protocol. CES does not recommend a guaranteed savings approach for the City of Clovis. Guaranteed savings contracts are convoluted and are layered with caveats that benefit/protect the ESCO's. There are additional costs with a guaranteed savings model that includes ongoing measurement & verification along with commissioning to ensure the agreed upon savings. Paperwork/accounting for the City is another pitfall in the guaranteed savings model. The agreed upon savings is set at such a low baseline that the savings will most likely be achieved and if the savings are not achieved, there are further stipulations in the contract to assist the ESCO in lowering their risk. If the guaranteed savings are not met, then negotiations take place; more money and time for the City. CES does not believe the guaranteed savings, shared savings or power purchase agreements (PPA) benefit our customers.

**Standards of Service and Comfort**

CES is not proposing a guaranteed savings contract because of the response stated in the Guaranteed Document section and other sections throughout the RFP. Guaranteed Savings and PPA contracts favor the ESCO's and create a much higher cost/risk for the customer.

CES feels that it is in the best interest of our clients and this Solar PV RFP that a more cost-effective stipulated savings approach is implemented.

The City is in control of mitigating the risk by managing two areas of maintenance for the Solar Rooftop Project: Panel Cleaning and System Monitoring on a regular basis. This will assist in reaching the stipulated savings.

**Savings Calculations**

CES will take a holistic approach to understanding the scope and how energy impacts the City of Clovis. The first step to an energy service project is to perform a comprehensive energy audit. We typically conduct a detailed review of the individual buildings, conducting an in-depth energy and economic analyses of the project to determine its cost effectiveness and impact. Our preliminary review of the design and analysis indicate that the project is economically viable and will pay for itself within the useful life of its operation. A CES energy audit includes site visits, facility personnel interviews, utility bill analysis, energy simulation modeling and detailed energy engineering calculations.

In our analysis, we will take a more conservative approach to costing and stipulated energy analysis. Therefore, CES will not cut corners, delete any work and will not substitute inferior materials and equipment in order to justify our price and our proposal. We assure Clovis that we shall deliver energy efficiency & renewable projects with superior workmanship, within budget and on time.

The savings is determined by multiplying the kW AC system size by the estimated annual sun hours; which will provide an estimated annual kWh production. The annual kWh production is multiplied by the utility electric blended rate of \$.30 for Fire Station #6 and \$.28 blended rate for Transit Hub & Senior Center to arrive at the first year savings of \$99,344. The \$.30 rate at Fire Station #6 is based on the limited utility data and is conservative since we do not have utility data for the peak season. The Senior Center & Transit Hub \$.28 are based on PG&E rates schedules for buildings of this type and size.

We are using a tier 1 high efficiency bi-facial panel with an efficiency rate of 21.2%. The panel is 98% efficient during year 1 and has a slight degradation of .45% each year thereafter. California Solar Initiative (CSI) guidelines reflect an 80% efficiency rating at 25 years; the current panel identified for this project will retain an 87% efficiency rating at 25 years.

Inverter efficiency also plays a significant role with system efficiency. The identified three phase inverter is 98% efficient.

Monitoring & Verification (M&V) Protocols:

1. The array must be cleaned the day before an expected clear day to remove dust and debris
2. Measure ambient temperature in four locations per array, derive averages
3. Measure cell temperature in four locations per array, derive averages
4. Measure irradiance in multiple locations in conjunction with AC output readings
5. Measure wind speed in four locations per array
6. The electrical engineer will calculate the planned voltage drop in the system wiring, which will be between 2-3%
7. Measure system AC output (kW) at the inverter and at the Main Switchboard using handheld equipment. The two reading locations will show the voltage drop along the AC home run.
8. Measure DC output at the string combiner boxes and at the DC inputs of the inverter. The two reading locations will show the voltage drop along the DC wiring run.
9. Apply adjustment factors (2-6) to the measurements derived in steps 7 and 8. These factors will be compared to the published data generated by the CECPV calculator for the date and hour of testing for this system in this location.

## Bidding Process

CES is 100% brand, product and service neutral and is not affiliated with any manufacturer or product line. This flexibility affords CES the ability to respond to, and provide, the most cost-effective solutions for our clients.

In conjunction with the customer, the energy efficiency measures to be addressed will be developed into a comprehensive project scope of work. The scope of work (SOW) is the standard by which all selected and invited participating vendors are measured.

Compass Energy Solution will utilize our resources to identify multiple qualified vendors who fulfill the requirements necessary for successful implementation. The primary metrics for selection are as follows:

1. Core competency of skill sets.
2. Previous successful implementation with Compass.
3. Geographic proximity to the site in order to capture cost efficiency.
4. Ability to meet or exceed the completion timeline expectations.
5. Previous experience with the type of customer (public sector, private sector).
6. Bonding capability.
7. Insurance coverage limits.

The Cities ability to post the project on their Website, allows local bidders to submit their interest level and capabilities to CES. CES will qualify all interested vendors.



## **Energy Savings Computations**

The list provided under this section in the RFP is detailed and represents all the areas that Compass Energy would cover in a comprehensive feasibility study for specific energy conservation measures (ECM). LED Lighting Retrofit or a HVAC Replacement Project would require a different set of saving calculations than a Central Plant or Solar PV Project. CES also considers Title 24 mandates in calculating the stipulated savings.

Solar PV savings will be calculated in a stipulated savings approach. CES will provide key data points, such as historical sun data for the central valley area, panel wattage/degradation, inverter efficiency and PG&E rate analysis as it relates to peak/partial peak times. The data points will be entered into the Helioscope tool (qualified by the California Energy Commission) that will provide kWh system production. The stipulated savings will be calculated with system production and adjusted for PG&E's peak/partial peak time of use.

### **Baseline Methodology**

Baseline Methodology does not apply to this particular Solar Rooftop Project. Senior Center and Transit Hub do not have any historical utility data and Fire Station #6 is limited to 6 months of history. CES calculated an estimated electrical load profile for the Senior Center & Transit Hub by using PG&E's per sq/ft electrical use. We used Fire Station #5 electrical load profile and the limited electrical data to estimate Fire Station #6. The identified solar roof area production will not exceed the estimated electrical load for each of the sites.

### **Operational and Maintenance (O&M) Savings**

O&M savings are identified in more detail for guaranteed savings projects or Power Purchase Agreements (PPA). The Solar Rooftop project will have two areas that will support the stipulated savings: Panel Cleaning & System Monitoring

Panel cleaning is important to maximize production. We recommend Panel Cleaning 6 times a year in the Central Valley: February, May, July, August, September & November

AlsoEnergy is the current monitoring system which will be installed and linked to the Solar Rooftop Project. This will allow the city-wide solar systems to be managed by a single dashboard. Managing the alerts and alarms in a timely manner will maximize production and savings for the systems.

### **Measurement and Verification (M&V)**

The purpose of M&V is to ensure and demonstrate that the array is performing within its power generation design parameters. As standard practice, Compass Energy has the M&V performed by a third-party firm for purposes of objectivity.

The vendor will deliver a high-performance solar electric system and will empirically prove that they meet or exceed expectations. The proposed system AC output is rated by the California Energy Commission at: +/- 550 kW CEC-AC at PVUSA Test Conditions (PTC) with a CEC-rated inverter efficiency of 95.0%. The kW peak values above are a predicted value used for comparative purposes; the system will not regularly output kW peak. Actual output will depend on several adjustment factors addressed herein.

We will conduct a field test once the system is commissioned to verify that actual output meets adjusted expectations, when adjusted for:

- cell temperature, insolation, and incidence angle at the time of testing; and
- fixed de-rate of 2% to account for voltage drop in the system.

We propose a target range not to exceed 2% of the designed system output of +/- 550 kW CEC-AC. There are other minor factors such as series resistance, shunt resistance, diode ideality factor, refraction index of glass at varying degrees of incidence, etc., making a perfect prediction elusive.

We will thus measure cell temperature, light current (w/m<sup>2</sup>), and angle of incidence (relation of sun's position to array azimuth and tilt angle) at the time of output testing to determine system production against the reference system calculated by the CEC-NSHP calculator hourly historic data. This methodology indicates that an accurate way to measure light intensity is to reference a single solar cell's performance. With that variable known, we can reference actual performance against referenced performance for the entire array.

### **Temperature**

According to manufacturer's specs and industry STC for crystalline silicon PV cells, for every degree Centigrade above 25° C cell temperature, voltage will decrease by 0.5%. This is known as the "module temperature coefficient of power." Thus, if we measure the ambient temperature to be 30°, or five degrees above 25°, we will expect a 2.5% voltage drop. We propose to take four temperature readings at each array, arriving at an average for each array and thereby an average among the arrays. We will also measure cell temperature at these same locations.

### **Wind Speed**

If on the day of the test we have exactly 1 m/s of wind speed, then no adjustment factor for wind need be applied. If we have less wind than the PTC standard, we will see higher cell temps and lose voltage; conversely, if we have more wind, we will see lower cell temps and gain back voltage loss. The wind speed measured will be divided into the 1 m/s standard. For example, 1 m/s wind speed and 20° C ambient temperature translate in one PTC test to a module temperature of 47° C. If the wind speed is less, the module temp will rise proportionately. If we measure the wind speed to be less than 1 m/s, and the cell temperature to be greater than 47° C, we will apply an adjustment factor accordingly, based upon the module temperature coefficient of power, as defined above.

### **Irradiance**

The standard amount of illumination that is required for a PV module to function to PTC or STC specifications is 1000 watt/m<sup>2</sup>. Real world conditions (time of day, season, humidity, cloud cover) often provide less than 1000 watt/m<sup>2</sup> and so an adjustment factor must be applied. For example, if we conduct the test in mid-December and measure 600 watt/m<sup>2</sup>, we would expect to see 60% performance from the PV modules, before other losses are considered. We will take light level readings at four locations per array, at a minimum, to determine the irradiance adjustment factor. As irradiance is often the most variable of the variables, we will coordinate light level readings with AC output readings at the inverter.

### **Voltage Drop**

The system will be designed to maintain a voltage drop of no more than 2%. This is a common assumption for electrical system engineering. We will measure the voltage at different points across

the system to verify the voltage drop does not exceed 2%. If it does, we will incur a per kW penalty, inasmuch as it will lead to a decrease in kW that exceeds expectations.

### **Measurement and Verification Procedure**

1. The array must be cleaned the day before an expected clear day to remove dust and debris
2. Measure ambient temperature in four locations per array, derive averages
3. Measure cell temperature in four locations per array, derive averages
4. Measure irradiance in multiple locations in conjunction with AC output readings
5. Measure wind speed in four locations per array
6. The electrical engineer will calculate the planned voltage drop in the system wiring, which will not exceed 2%
7. Measure system AC output (kW) at the inverter and at the Main Switchboard using handheld equipment. The two reading locations will show the voltage drop along the AC home run.
8. Measure DC output at the string combiner boxes and at the DC inputs of the inverter. The two reading locations will show the voltage drop along the DC wiring run.
9. Apply adjustment factors (2-6) to the measurements derived in steps 7 and 8. These factors will be compared to the published data generated by the CECPV calculator for the date and hour of testing for this system in this location.

For example, if on the day of verification testing, insolation is measured at 880 w/m<sup>2</sup>, and cell surface temperatures are at 40° C, the design value of 30 kW would be adjusted by 0.88 from Schedule MV1, and 0.92757 from Schedule MV2, resulting in an environment-adjusted target of: 30 x (0.88 x 0.92757), or 24.5 kW peak.

### **Calculation Methodology**

CES mitigates the City's risk by using a conservative approach in determining the dollar savings for Solar PV; unlike an LED lighting retrofit, which is more straight forward. If you remove a 20w lamp and replace it with a 10w lamp, the 10w delta is your savings. Solar PV is a moving target with variables in the weather and PG&E rate increases. PG&E has stated a minimum annual 5% rate increase through 2030. A good example of weather variables are the Summer fires, which created smoke that shut out the sun and decreased solar production across California.

CES will maximize the identified solar rooftop space with high efficiency and high output tier 1 panels, which will be driven by a high efficiency inverter. We are using a tier 1 high efficiency bi-facial panel with an efficiency rate of 21.2%. The panel is 98% efficient year 1 and has a slight degradation of .45% each year after. California Solar Initiative (CSI) guidelines reflect an 80% efficiency at 25 years. The current panel identified for this project has an 87% efficiency rating at 25 years. Panel efficiency is important because panel degradation plays a role in determining the overall lifetime savings and must be accounted for in the calculations.

The dollar savings is calculated by multiplying the kW AC system size by the estimated annual sun hours; which will provide an estimated annual kWh production. The annual kWh production is multiplied by the utility electric blended rate of \$.30 for Fire Station #6 and \$.28 blended rate for Transit Hub & Senior Center to arrive at the first year savings of \$99,344. The \$.30 rate at Fire Station #6 is based on the limited utility data and is conservative since we do not have utility data for the peak season. The Senior Center & Transit Hub \$.28 are based on PG&E rates schedules for buildings of this type and size.

**Staff Responsibilities**

The Solar Rooftop project will have two areas that will support the stipulated savings: Panel Cleaning & System Monitoring

Panel cleaning is important to maximize production. We recommend Panel Cleaning (6) times a year in the Central Valley: February, May, July, August, September & November. This will ensure peak system production.

AlsoEnergy is the current monitoring system which will be installed and linked to the Solar Rooftop Project. This will allow the city-wide solar systems to be managed by a single dashboard. Managing the alerts and alarms in a timely manner will maximize production and savings for the systems. It is important to address system alert/alarms in a timely manner in order to minimize any type of system downtime.

CES understands that Energy Projects are not our customer's core competency. We will minimize and streamline the responsibilities to further ensure a successful project.

## Other Benefits

CES has over 15 years of experience with successful California Energy Commission applications that have allowed Cities and Districts to implement energy saving projects with no out-of-pocket expense. All of our projects provide a net positive cash flow for our customers from day 1.

The City of Clovis has experienced first-hand our ability to not only deliver a project, but the detailed communication and exceptional service we provide during and after the project is complete. Our references will tell you that CES is a true partner that will make sure expectations are met or exceeded. An important benefit to our customers is knowing that there will be *No Change Orders*, CES will take all the risk in delivering a turnkey cost-effective solution.

The (3) new buildings coming online for the City will add electrical costs to the overall utility account. The Solar Rooftop Project will not only reduce the electrical costs at each facility, but protect the facilities from PG&E rate increases. Every dollar saved goes directly to the City's bottom line.

In addition, CES is committed to the City of Clovis as a partner/energy consultant to provide further insight, professional advice and information, not only on this project, but any future energy endeavors the City may have.

As we have in the past, it is our intent to work closely with your assigned management team, post install, to provide them with the necessary data in order for them to prepare a follow-up staff report to the Clovis City Council at whatever time interval you feel necessary, (e.g. 1 year, 3 year). We realize the importance of keeping your City Council properly informed of the City's investment and do not take the responsible expenditure of taxpayer dollars lightly.

CES will also make its services available to the City for future energy strategies, whether it's for something as simple as energy site assessments, PG&E meter audits (to assure each facility is on the most cost-efficient meter rating), or full implementation of beneficial energy conservation measures.



## **Exhibit B**

### **Project Description**

#### **Project A**

##### **Fire Station #6**

CES is proposing a 24.4 kW AC Rooftop System for Fire Station #6 to maximize production on the available roof space. (2) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (56) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

The limited utility data shows a \$.30/kWh blended rate. The blended rate is conservative since it does not include the peak season.

#### **Project B**

##### **Clovis Senior Activity Center**

CES is proposing a 152.2 kW AC Rooftop System for the Senior Center to maximize production on the available roof space. (3) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (349) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

\$.28/kWh blended rate is used in the annual savings based on the PG&E per sq/ft calculations for the building type and size.

#### **Project C**

##### **Transit Hub**

CES is proposing the same size system for Transit Hub as Fire Station #6, a 24.4 kW AC Rooftop System to maximize production on the available roof space. (2) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (56) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

\$.28/kWh blended rate is used in the annual savings based on the PG&E per sq/ft calculations for the building type and size.

The overall turnkey design-build, not to exceed project, with no change orders will provide 221 kW DC/201 kW AC. This will be verified through an independent M&V company once the project is complete. The (3) new systems will be linked to the existing *Also Energy* monitoring system.

A tentative construction schedule timeline is 4-6 months from Notice to Proceed (NTP). Installation can start on Fire Station #6, but overall project completion will be dictated by the completion of the Senior Center & Transit Hub.

## Exhibit C Project Cost Analysis

ECM Description	Location	Annual kWh Savings	Annual Therm Savings	Projected Annual \$\$ Savings	Project Costs	Estimated Rebates	Net Project Cost	Payback Years
Fire Station #6 Photovoltaic Design & Install		42,700		\$12,810	\$116,864			8.5
Clovis Senior Activity Center Photovoltaic Design & Install		266,350		\$74,578	\$728,897			8.2
Transit Hub Photovoltaic Design & Install		42,700		\$11,956	\$116,864			8.2
<b>Total</b>		<b>351,750</b>		<b>\$99,344</b>	<b>\$962,625</b>			

Total Project Summary

Project Cost	PG&E Rebate	Net Project Cost	Annual Savings	Average Payback
\$962,625			\$99,344	8.2

## Acknowledgment

quality of the proposed products, services, and lifecycle savings as well as the cost of the products and services.

The VENDOR understands that this RFP does not ensure that all three projects will be awarded. The City may elect to award all three (3) projects cumulatively to one vendor, or individually to multiple vendors. The City may also choose to award none of the projects based on the proposals received.

**IX. REJECTION OF PROPOSALS**

The City reserves the right to accept or reject any or all proposals with or without cause. The City also reserves the right to waive any irregularities with or without cause.

Any VENDOR submitting a proposal and not attending the mandatory pre-proposal meeting shall be rejected.

Any proposal lacking the proposal bond, current insurance coverages, or evidence of the VENDOR's employee fidelity bond or the vendor's ability to obtain such a bond shall be rejected.

Proposals submitted after Tuesday, January 10, 2023 at 2:00 p.m. will not be accepted.

**X. INQUIRIES**

All inquiries regarding information contained in this request for proposal, or the selection process should be directed to Stephen Franklan, Facilities Maintenance & Purchasing Manager at (559) 324-2705, or Hien Nguyen, Administrative Assistant at (559) 324-2755, City of Clovis, 1033 Fifth Street, Clovis, CA 93612. If additional information or interpretation is necessary, such information will be provided as an addendum via the City's web-based bid management system to all prospective vendors who have received the City's Request for Proposal document. Any addendum shall have the same binding effect as though contained in the main body of the original specifications. All addenda shall be issued not later than five (5) days prior to the proposal-filing deadline.

**XI. ACKNOWLEDGMENT**

Proposer acknowledges that they have read the enclosed RFP for the acquisition of a qualified ESCO to provide complete implementation of specified energy saving projects in its entirety, has addressed all issues pertaining to this RFP to the proposer's satisfaction, acknowledges proposer's ability to conform to all conditions of this RFP, that all information submitted in this proposal is current and true, and that the undersigned proposer is an authorized representative of the proposing firm.

Compass Energy Solutions  
Name of VENDOR (Person, Firm, or Corporation)

J. Mattice  
Signature of VENDOR Authorized Representative

Johnny Mattice Director Business Development  
Printed Name & Title of Authorized Representative

Feb 5, 2023  
Date

# Insurance Documents



COMPENE-01

XR1JSCHNURMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/20/2023

<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>															
<p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>															
<p>PRODUCER <b>AssuredPartners of VA, LLC - Richmond</b> 4909 Dickens Road, Suite 200 Richmond, VA 23230</p>	<p>CONTACT NAME: <b>Joanne Schnurman</b> PHONE (A/C, No, Ext): <b>(804) 213-3553 4553</b> FAX (A/C, No): <b>(804) 359-9546</b> E-MAIL ADDRESS: <b>joanne.schnurman@assuredpartners.com</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Crum &amp; Forster Specialty Insurance</b></td> <td><b>44520</b></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Crum &amp; Forster Specialty Insurance</b>	<b>44520</b>	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<p>INSURED <b>Compass Energy Solutions, L.P.</b> 1811 Huguenot Road, Suite 206 Midlothian, VA 23113</p>															

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                      City of Clovis, its officers, agents, employees and volunteers are included as additional insureds with respects to work performed by the named insured, per attached Endorsements EN0111-0211 and EN0115-0211.</p>																							

<p><b>CERTIFICATE HOLDER</b></p> <p>City of Clovis 1033 fifth Street Clovis, CA 93612</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Joanne W. Schnurman</i></p>
---	--



CERTHOLDER COPY

SP



P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

**ISSUE DATE: 01-19-2023**

GROUP:  
POLICY NUMBER: **9103090-2022**  
CERTIFICATE ID: **13**  
CERTIFICATE EXPIRES: **12-01-2023**  
**12-01-2022/12-01-2023**

**CITY OF CLOVIS**  
**1033 5TH ST**  
**CLOVIS CA 93612-1313**

**SP**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.**

\_\_\_\_\_

\_\_\_\_\_

EMPLOYER

**COMPASS ENERGY SOLUTIONS LP (LLC) (GP) (AND)**  
**(NUMEROUS LIMITED PARTNERS)**  
**1811 HUGUENOT RD STE 206**  
**MIDLOTHIAN VA 23113**

[MCY,CNJ]

(REV.7-2014)

**PRINTED : 01-19-2023**

Monday, January 23, 2023 at 10:05:56 Pacific Standard Time

**Subject:** Fwd: Compass Energy Solutions LP - COI - City of Clovis  
**Date:** Friday, January 20, 2023 at 7:57:16 AM Pacific Standard Time  
**From:** Fred Ghahramani  
**To:** John Mattice  
**Attachments:** ATT00001.jpg, ATT00002.jpg, ATT00003.jpg, Certificate.pdf

Get [Outlook for iOS](#)

**From:** Joanne Schnurman <COR@assuredPartners.com>  
**Sent:** Friday, January 20, 2023 6:00:44 AM  
**To:** Fred Ghahramani <fghahramani@cesolutionslp.com>  
**Subject:** Compass Energy Solutions LP - COI - City of Clovis

Hi Fred - see attached. Please note For purpose of bidding client will be able to obtain employee dishonesty at \$25,000 Limit.

Thanks

**Joanne W. Schnurman, AIAM**

CL ACCOUNT EXECUTIVE

*Our greatest achievement is your satisfaction. Referrals are much appreciated.*

**In response to Coronavirus, AssuredPartners has recently launched a COVID-19 resources page on our [website](#).**

AssuredPartners

4909 Dickens Rd. Suite 200

Richmond, VA 23230

P 804-213-3553 C 804-314-2792

[www.assuredpartners.com](http://www.assuredpartners.com)



**DISCLAIMER**

**COVID-19 Disclaimer: Any statements contained herein relating to the impact of COVID-19 and/or the coronavirus on insurance coverage or any insurance policy is not a legal opinion, warranty, or guarantee and should not be relied upon as such. The situation surrounding COVID-19/coronavirus is changing constantly; as a result, any discussions that might take place may not necessarily reflect the latest information regarding recently-enacted, or pending or proposed legislation or guidance that could override, alter or otherwise affect existing insurance coverage. Answers to policy-specific questions will always depend on the terms and conditions of an individual policy and the specific facts relating to a potential claim. As insurance agents/brokers, we do not have the authority to make coverage decisions or render legal advice.**

The information contained herein, including any attachments is proprietary and confidential and is intended for the exclusive use of the addressee. It also may contain privileged information and/or general information subject to privacy legislation. The authorized addressee of this information, by its intention and use, agrees to protect the information contained herein from loss, theft, or unauthorized use at least the same care it employs to protect its own confidential information. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and destroy all copies.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Compass Energy Solutions, LP  
1811 Huguenot Road, Suite 206  
Midlothian, VA 23113

**SURETY:**

*(Name, legal status and principal place of business)*

United Fire & Casualty Company  
118 2nd Ave. SE, PO Box 73909  
Cedar Rapids, IA 52401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

**BOND AMOUNT:** \$ 10%

Ten Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Solar Photovoltaic Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

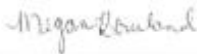
Signed and sealed this 7th day of February, 2023

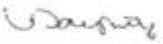
  
Compass Energy Solutions, LP  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*

By: PRESIDENT & CEO  
*(Title)*

United Fire & Casualty Company  
*(Surety)* *(Seal)*

  
\_\_\_\_\_  
*(Witness)* Megan Rowland

By:   
*(Title)* Laurie Daugherty Attorney-in-Fact  
Surety Phone No. 319-399-5700



S-0054/AS 8/10

## EXHIBIT C

# INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at



least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

# EXHIBIT D

## SIGNING AUTHORITY



|

Stephen,  
Fred Ghahramani, President of Compass Energy Solutions has the authority to sign all contracts.  
Contact info:  
[fgahramani@cesolutionslp.com](mailto:fgahramani@cesolutionslp.com)  
415-816-5800

Thank You  
Johnn Mattice  
Director of Business Development

**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and Compass Energy Solutions ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on April 25, 2023 ("Effective Date").

**RECITALS**

- A. City desires to obtain Energy Consultant Services ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on April 25, 2023, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on March 25, 2024, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding 1 year. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed Nine Hundred Sixty Two Thousand Six Hundred Twenty-five Dollars (\$962,625).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards. Consultant shall comply with all Labor Code requirements for public works projects if applicable to Consultant's work under this Agreement.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of

City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.



17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due

Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either

party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall maintain the following license throughout the performance of this Agreement: Class A&B. Consultant shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Services.

35. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a payment bond for its portion of the Services which shall cover 100% payment for all obligations arising under the Agreement and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Services. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section

995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

36. Performance Bond. Prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a performance bond for its portion of the Services which shall cover 100% faithful performance of all obligations arising under the Agreement. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

37. Delay Damages. Time is of the essence with respect to this Agreement and the Services performed by Consultant. Consultant's failure to timely complete the Services under this Agreement shall result in the assessment of delay damages at the rate of \$300.00 **per day** for each calendar day the Services remain unfinished beyond the Completion Date or Services remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services are delayed.

38. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Consultant and any subcontractor under the Consultant as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

[Signature Page Follows]

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_

By: \_\_\_\_\_

John Holt, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**

Compass Energy Solutions  
Attn: Johnny Mattice  
Title Director Business Development  
2088 Fenceline Drive  
Folsom, CA 95630  
Jmattice@cesolutionslp.com [E-Mail Address]  
916-216-6739 [Phone Number]

**City of Clovis**

General Services  
Attn: Stephen Frankian  
Title: Facilities Maintenance/Purchasing Manager  
1033 Fifth Street  
Clovis, CA 93612  
Stephenf@cityofclovis.com [E-Mail Address]  
559-324-2705 [Phone Number]

ATTEST

\_\_\_\_\_  
Karey Cha, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney



# EXHIBIT A

## DESCRIPTION OF SERVICES

**SCOPE OF SERVICES : To include but not limited to Design, Bid and Construction of the projects listed below.**

### **Project A**

#### **Fire Station #6**

CES is proposing a 24.4 kW AC Rooftop System for Fire Station #6 to maximize production on the available roof space. (2) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (56) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

The limited utility data shows a \$.30/kWh blended rate. The blended rate is conservative since it does not include the peak season.

### **Project B**

#### **Clovis Senior Activity Center**

CES is proposing a 152.2 kW AC Rooftop System for the Senior Center to maximize production on the available roof space. (3) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (349) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

\$.28/kWh blended rate is used in the annual savings based on the PG&E per sq/ft calculations for the building type and size.

### **Project C**

#### **Transit Hub**

CES is proposing the same size system for Transit Hub as Fire Station #6, a 24.4 kW AC Rooftop System to maximize production on the available roof space. (2) 97% CEC Efficiency Rated Solar Edge Three Phase Inverters with Synergy Technology will be installed, along with (56) Hanwha Tier 1 480w Q Cells, Bifacial Double Glass Modules.

\$.28/kWh blended rate is used in the annual savings based on the PG&E per sq/ft calculations for the building type and size.

The overall turnkey design-build, not to exceed project, with no change orders will provide 221 kW DC/201 kW AC. This will be verified through an independent M&V company once the project is complete. The (3) new systems will be linked to the existing *Also Energy* monitoring system.

A tentative construction schedule timeline is 4-6 months from Notice to Proceed (NTP). Installation can start on Fire Station #6, but overall project completion will be dictated by the completion of the Senior Center & Transit Hub.

**SCHEDULE**

PG&E Application submitted prior to April 14, 2023  
CEC Loan Application  
Start Date: April 25, 2023  
Completion Date March 25, 2024

**COMPENSATION AND RATES**

Consultant shall be compensated according to the following rates/fees:

These rates/fees represent the total cost for all Services provided under this Agreement, including labor, equipment, materials, costs and expenses, taxes, and overhead, to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, shall not exceed [*Nine Hundred Sixty-two Thousand Six Hundred Twenty-five Dollars*]:

**CONTRACT TOTAL: \$962,625**

RESOLUTION 23-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING A LOAN APPLICATION TO THE CALIFORNIA ENERGY COMMISSION FOR  
FUNDING OF SPECIFIED ENERGY EFFICIENCY PROJECTS

**WHEREAS**, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements.

**NOW THEREFORE, BE IT RESOLVED**, that the Clovis City Council authorizes the City of Clovis to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Clovis City Council (Governing Body) finds that the activity funded by the loan is a project that is exempt under CEQA Guidelines Section 5301 Existing Facilities Class 1 and Section 15302 Replacement or Reconstruction Class 2.

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the Clovis City Council authorizes City of Clovis to accept a loan up to \$962,625.

**BE IT ALSO RESOLVED**, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

**BE IT FURTHER RESOLVED**, that John Holt, Clovis City Manager, is hereby authorized and empowered to execute in the name of the City of Clovis all necessary documents to implement and carry-out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 3, 2023 by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 3, 2023

SUBJECT: General Services – Approval – Res. 23-\_\_\_\_, Authorizing the General Services Manager to Apply for and Administer the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase Through San Joaquin Valley Air Pollution Control District.

ATTACHMENTS: 1. Resolution

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to authorize the General Services Manager to apply for and administer the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase through the San Joaquin Valley Air Pollution Control District (SJVAPCD).

### **EXECUTIVE SUMMARY**

The San Joaquin Valley Air Pollution Control District is providing funding opportunities under its Public Benefit Grants Program to local public agencies. The Public Benefit Grants Program offers a variety of programs including the New Alternative Fuel Vehicle Purchase. The New Alternative Fuel Vehicle Purchase Program offers \$20,000 per vehicle, up to a maximum of \$100,000 to support the replacement of public agency vehicles. Purchased vehicles must be alternative fueled vehicles such as electric, plug-in, hybrid, CNG, LNG, LPG, etc.

Clovis Transit has an array of vehicles that are past their useful life and must be replaced. Staff intends to utilize this grant funding to replace up to five (5) of its on-route driver relief and lead driver vehicles. The charging infrastructure for the replacement vehicles is readily available at the corporation yard. An application and resolution must be submitted to San Joaquin Valley Air Pollution Control District for the City to be considered for this funding.

## BACKGROUND

San Joaquin Valley has been identified as a nonattainment area due to its poor air quality. The San Joaquin Valley Air Pollution Control District (SJVAPCD) aims to improve the health and quality of life for all valley residents through a variety of programs such as the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase. The New Alternative Fuel Vehicle Purchase Program offers public agencies funding support to purchase fleet vehicles used by employees in normal daily operations. This program supports the purchase of alternative fuel vehicles by providing \$20,000 per vehicle, up to a maximum of \$100,000 per calendar year.

The California Air Resource Board's (CARB) Innovative Clean Transit (ICT) rule requires all transit agencies to convert its vehicles to zero-emission models. Additional CARB zero-emission fleet conversion mandates are currently in the review phase and are anticipated to require all Clovis Transit vehicles, including operation support sedans and vans, to be zero-emission. Through the utilization of the SJVAPCD's New Alternative Fuel Vehicle Purchase Program, existing department vehicles for Clovis Transit that are past their useful life will be purchased at a lower cost. Clovis Transit would be able to apply the New Alternative Fuel Vehicle Purchase grant funds to replace up to five (5) of its operation support vehicles. Staff is considering the Chevrolet Bolt priced between \$31,000 to \$36,000 or a similar vehicle and the final decision will be made depending on availability and cost.

If the grant is approved, the SJVAPCD will provide up to \$100,000 for the purchase and replacement of five (5) Clovis Transit support vehicles. Staff would be responsible for purchasing alternative vehicles, submitting reimbursement requests, retention of records for purchases, vehicle maintenance and insurance, retention of vehicles for a minimum of three years, and annual reporting to SJVAPCD.

## FISCAL IMPACT

The purchase of Clovis Transit fleet vehicles has been included in FY 23/24 budget using State Transit Assistance (STA) funds. If this grant is approved, the City would be reimbursed up to \$100,000 of those vehicle costs.

## REASON FOR RECOMMENDATION

The Public Benefits Grants Program – New Alternative Fuel Vehicle Purchase requires a resolution stating the authorization for the grant and identification of a signing authority for annual reporting and financial documents.

## ACTIONS FOLLOWING APPROVAL

Staff will submit the grant application along with resolution to the SJVAPCD.

Prepared by: Amy Hance, General Services Manager

Reviewed by: City Manager *AH*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING THE GENERAL SERVICES MANAGER TO MAKE APPLICATION FOR AND ADMINISTER THE PUBLIC BENEFIT GRANTS PROGRAM – NEW ALTERNATIVE FUEL VEHICLE PURCHASE THROUGH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**WHEREAS**, several Local, State, and Federal programs allow public, non-profit, and government service providers to apply for administration, capital, and operation assistance programs or grants; and

**WHEREAS**, the City of Clovis must authorize someone by resolution as the “Authorized Individual” to make application and administer the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase through the San Joaquin Valley Air Pollution Control District; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis hereby authorizes the General Services Manager to make application for, to sign required assurances, and to administer the Public Benefit Grants Program – New Alternative Fuel Vehicle Purchase through the San Joaquin Valley Air Pollution Control District with respect to applications for Local, State, and Federal programs, projects, or grants, on behalf of the District.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 3, 2023, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: April 3, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: April 3, 2023

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 19-15, Gettysburg/Norwich Alley Reconstruction – Villa Avenue to Gettysburg Avenue.

ATTACHMENTS: 1. Vicinity Map

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

### **EXECUTIVE SUMMARY**

The project consisted of removal of the existing pavement and the installation of new paving, aggregate base, concrete valley gutter, concrete drive approaches, and adjusting manholes and valve boxes to grade.

### **BACKGROUND**

Bids were received on November 1, 2022, and the project was awarded by the City Council to the low bidder, Asphalt Design by Juan Gomez, on November 14, 2022. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

**FISCAL IMPACT**

1.	Award	\$171,710.00
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	\$5,378.50
3.	Contract Change Orders CCO	\$0.00
<b>Final Contract Cost</b>		<b>\$177,088.50</b>

**REASON FOR RECOMMENDATION**

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Asphalt Design by Juan Gomez, has requested final acceptance from the City Council.

**ACTIONS FOLLOWING APPROVAL**

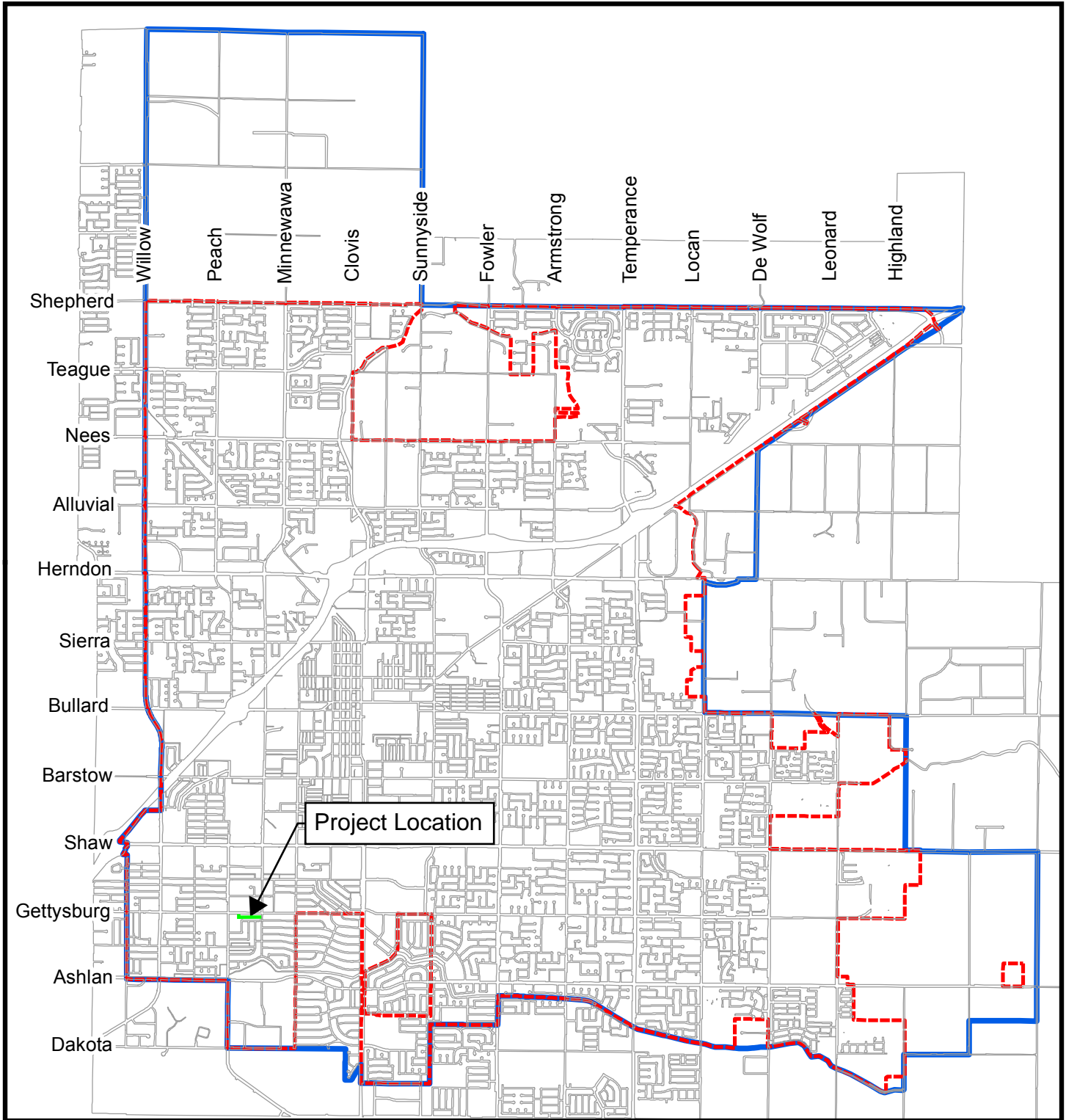
1. The Notice of Completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of completion, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Prepared by: Rami Abunamous, Engineering Inspector

Reviewed by: City Manager *AA*

# VICINITY MAP

## CIP 19-15 Gettysburg/Norwich Alley Reconstruction



### Attachment 1



CITY LIMITS
  SPHERE OF INFLUENCE



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 3, 2023

SUBJECT: Consider – For the City Council to consider options to seek additional funding for Police, Fire, Streets, and Parks.

**Staff:** Andrew Haussler, Assistant City Manager

**Recommendation:** Consider and Provide Policy Direction

ATTACHMENTS: None.

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to consider options and provide policy direction addressing options to seek additional funding for Police, Fire, Streets, and Parks.

### EXECUTIVE SUMMARY

On February 13, 2023, the Clovis Police Department provided City Council an update on the department. It was the consensus of the Council to place an item on the agenda to discuss funding options to be considered for a future election. In November 2021, the Clovis Police Department provided City Council a state of the department update noting the shortage of staffing in the Police Department. Over the next six months, the Council appointed a 25 member Citizens' Advisory Committee that met and provided Council feedback and recommendations.

A joint meeting was held between the Clovis City Council and the Citizens Advisory Committee on April 6, 2022. At that meeting, Chair Chris Casado and Vice Chair Greg Newman presented the findings of the Committee to Council. In summary: a majority of the Committee did not feel that the current Clovis Police Department staffing and funding is adequate for Clovis to remain the safest city in the Valley; a majority of the Committee agree that additional sworn police officers are needed over the next five years; and a majority of the Committee agreed that if an increase in services and resources is pursued, it should be funded by some form of tax increase ballot measure. In 2022 City Council placed Measure B on the November ballot to increase the Transient Occupancy Tax from 10% to 12%. Measure B was approved by the voters with over two-thirds support generating an additional \$500,000 - \$800,000 per year going forward. Staff is

now returning to Council based on the direction from the February 13, 2023, meeting to discuss more options for Council to consider.

## **BACKGROUND**

2022 Citizens Advisory Committee Survey results summary:

1. A majority of the Committee did not feel that the current Clovis Police Department staffing and funding are adequate for Clovis to remain the safest city in the Valley.
2. A majority of the Committee agreed that additional sworn police officers are needed.
3. A majority of the Committee agreed that if an increase in services and resources is pursued, it should be funded by some form of tax increase ballot measure.
4. 50% of the Committee ranked Public Safety as the most important service the city provides when asked to prioritize categories of services. "Economy" was number two at 27%.

### **Issues for Potential Tax Measure**

In California, all taxes imposed by local governments are classified as either general or special taxes and must be put before voters as a local ballot measure for approval. The most common types of taxes imposed by local governments include:

- Parcel tax - a special tax imposed on real property based on units of property rather than assessed value (CA Constitution, Art. XIII, Sec. 4.)
- Sales tax - a percentage of the sale of goods and services
- Hotel tax - (Transient Occupancy Tax or "TOT") - a percentage of hotel, motel, and other short-term lodging charges
- Utility User tax - a tax imposed on water, electric, sewer, telephone, or other public utilities

In 1996, California voters approved a statewide initiative - Proposition 218 - that added Article XIII C and Article XIII D to the state constitution and governs taxes imposed by local governments. Article XIII C, section 2, provides the following rules for approval of taxes imposed by local governments: (1) general taxes must be approved by a simple majority of voters; (2) general taxes must be put before voters at a regular, general election; and (3) special taxes must be approved by a two-thirds supermajority of voters.

### **General and Special Taxes**

All taxes imposed by local governments are classified as either general or special taxes.

**A general tax** is any tax levied to fund general government purposes and which goes into the local government entity's general fund. General taxes imposed by local governments must be approved by voters and, moreover, they must be put before voters during regularly scheduled general elections. General taxes require approval from a simple majority of votes cast at the election - 50 percent + one vote.

**A special tax** is any tax levied for a specific purpose. If revenue from a tax is earmarked for a particular purpose such as public safety or police, it is a special tax. Special taxes imposed by

local governments require a [two-thirds \(66.67 percent\) supermajority vote](#) of votes cast at an election for approval. A special tax may be held at either a regularly scheduled general election (November) or a special election such as March or April 2023.

**Taxes Imposed by Citizen Initiatives**

Local citizen initiatives can also be used to levy taxes in California. Following the approval of Proposition 218 in 1996, the restrictions outlined above concerning special and general taxes were applied to citizen initiatives. In August 2017, however, the [California Supreme Court](#) ruled in *California Cannabis Coalition v. City of Upland* that one provision of Proposition 218 - the requirement that general taxes be put on the ballot during regular, general elections contained in Article XIII C, Section 2(b) - did not apply to citizen initiatives.

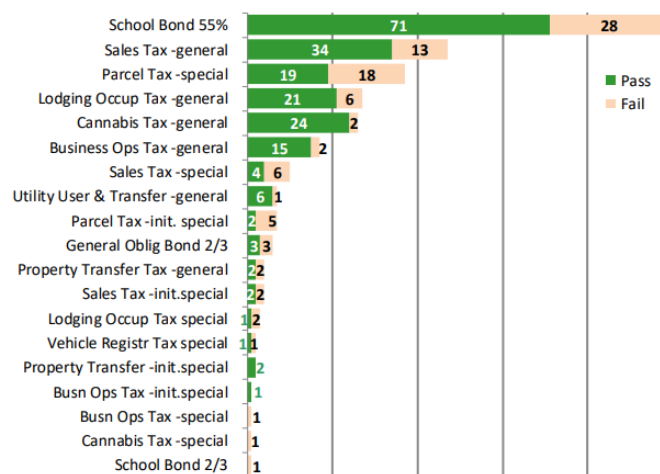
The Court determined that the citizen initiative process is separate from the actions of local governments and therefore taxes imposed by citizen initiatives do not fall under the category of *taxes imposed by local governments*. The ruling also stated that the local initiative process in California contained a mechanism by which initiatives can qualify for special election ballots and that this provision should not be restricted by Article XIII C, Section 2(b), which does not explicitly mention the initiative power. Since Article XIII C, Section 2 - which also contains the majority voter approval requirement for general taxes and the two-thirds supermajority voter approval requirement for special taxes - refers to taxes imposed by local governments throughout, this ruling raised questions about whether the other provisions of Proposition 218 applied to citizen initiatives.

In 2020, the Fifth District Court of Appeal held that Fresno’s Measure P (for Parks), a special tax citizen initiative was approved with 52% of the vote despite being a special tax. The court determined that the two-thirds special tax voter approval requirement was applicable only for special taxes imposed by a local government (a tax measure placed on the ballot by the city) and not applicable for a special tax citizen initiative. Thus, a special tax citizen initiative requires approval of only a simple majority of votes cast to be approved by the voters.

**Measure Outcome by Category**

School bonds are the most common local tax measure in these elections. In this election, a third of the measures were school bonds, each requiring 55 percent voter approval. But there were 127 city or county general purpose majority vote tax measures (sales taxes, business operations taxes, lodging occupancy taxes, etc.) with an overall 80 percent passage rate. Special taxes, requiring two-thirds voter approval, fared worse with just 44 percent passing.

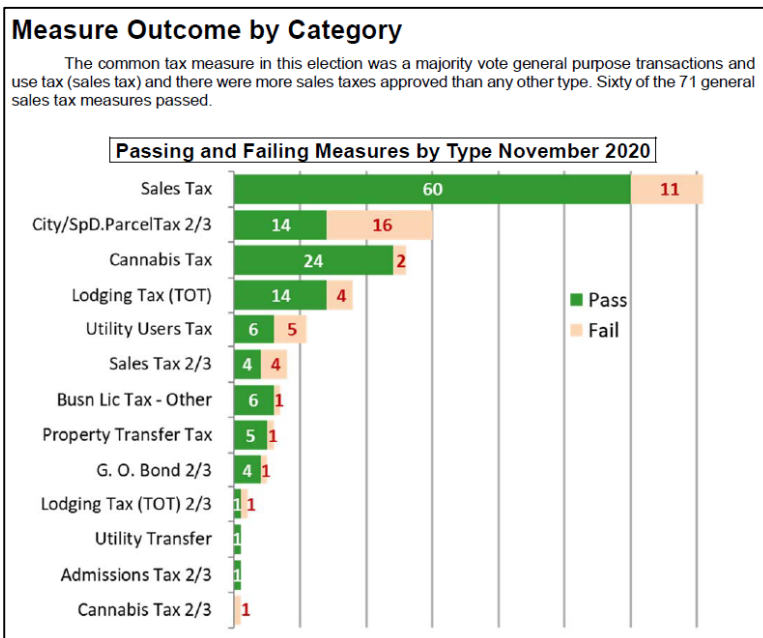
**Passing and Failing Measures by Type November 2022**



Includes city, county, special district and school measures  
A "general tax" requires majority approval, a "special tax" requires 2/3 approval, an "initiative special tax" requires majority approval.



## Tax Measure Outcomes 2020



### How Much Revenue would be Generated by Tax Type?

**Sales Tax** – a 1.0% sales tax increase would generate approximately \$25 million annually (5-year average); ½ Cent approximately \$12.5 million; ¼ Cent approximately \$6.25 million. The 7.975% sales tax rate in Clovis consists of 7.25% California state sales tax, of which 1.25% goes directly to the county and City, plus .725% in other Fresno County special taxes including Measure C. Under the current tax rate, a \$100 purchase in Clovis would be taxed \$7.98. If a ½ cent sales tax increase was approved, a \$100 purchase would be taxed \$8.48, or 50 cents more.

**Parcel Tax** – A special tax requiring 2/3 voter approval. Different options are available including taxing all parcels the same, taxing commercial and residential parcels at different amounts, or taxing only some parcels such as only residential parcels. Example – 36,000 residential parcels taxed at \$200 per year would generate approximately \$7.2 million. If a parcel tax is approved, the current CFD could be terminated, if desired.

**Transient Occupancy Tax (TOT)** – a 2% increase approved by the voters in November 2022 will generate approximately an additional \$500,000 - \$800,000 per year.

**Utility User Tax** – Example - 36,000 customers taxed at \$10 per month or \$20 bi-monthly would generate \$4.3 million per year.

**Landscape Maintenance District Expansion** – Property owners can approve with a 50% +1 vote within the district for the expansion of services the City’s current Landscape Maintenance District performs to include street lighting, a potential savings of \$2+ million in general fund.

Not all taxes produce a guaranteed amount of revenue. The most volatile tax types include TOT and Sales Tax. Each of these are dependent on economic performance that can vary significantly, for better or worse. The taxes that are more consistent include a Parcel Tax and a Utility User Tax. These taxes are typically less volatile regardless of economic performance and can include an increase for inflation annually.

**FISCAL IMPACT**

The various options the Council have involve some fiscal impact. If some form of tax measure is pursued it will have an impact on City revenues if approved by the voters. The examples above provide an order of magnitude for potential revenue amounts that could be generated. Use of a consultant could range from \$100,000 to \$200,000. Putting an item on the ballot for a November election could cost approximately \$75,000 additional cost. Putting an item on a special election (March or April) could cost approximately \$300,000. For cost estimating, staff is using year one cost of an officer and related equipment of approximately \$300,000, and approximately \$180,000 annually total cost thereafter.

**REASON FOR RECOMMENDATION**

On February 13, 2023, the Clovis Police Department provided City Council an update on the department. It was the consensus of the Council to place an item on the agenda to discuss funding options to be considered for a future election.

**ACTIONS FOLLOWING APPROVAL**

Staff will implement Council direction.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 3, 2023

SUBJECT: Consider – A Request from The 500 Club located at 771 W Shaw Ave, Clovis, CA 93612, to have the City call a Special Election on November 7, 2023, to place on the ballot for voters to consider an increase in the number of allowed gaming tables from 20 to 51.

**Staff:** John Holt, City Manager

**Recommendation:** Consider and provide policy direction

ATTACHMENTS: 1. 500 Club legal counsel letter requesting to increase the number of allowed gaming tables from 20 to 51 dated March 20, 2023.

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to consider a request from The 500 Club located at 771 W Shaw Ave, Clovis, CA 93612, to have the City call a special election in November 2023 to place on the ballot for voters to consider an increase in the number of allowed gaming tables from 20 to 51.

### EXECUTIVE SUMMARY

The 500 Club, located at 771 W Shaw Ave, Clovis, CA 93612, has requested that the City Council call a special election on November 7, 2023, to place on the ballot for voters to consider an increase in the number of allowed gaming tables from 20 to 51. The purpose of this request is to expand the gaming opportunities for their patrons, which they believe will increase revenue for both the establishment and the City.

The 500 Club is a well-established and reputable gaming establishment in Clovis, with a history of operating in compliance with local and state laws and regulations. The increase in the number of gaming tables will allow for a wider range of games and tournaments to be offered to patrons, which will attract more visitors and potentially increase revenue for the establishment. In turn,

this will also benefit the city by generating additional revenue, creating new jobs, and boosting economic growth.

Staff is estimating that the cost to conduct a special election in November 2023 would be approximately \$350,000. The City Attorney is currently evaluating if there are any options for the City Council to consider on where the funding to pay for the election would come from.

If approved, the proposed increase in gaming tables will be subject to strict regulations and oversight by the City of Clovis and the California Gambling Control Commission to ensure compliance with all laws and regulations. The special election in November 2023 will provide an opportunity for voters to have a say in this matter and for the City Council to make an informed decision.

It should be noted that the expansion from 20 to 51 tables could not be supported at its current location. It is likely that the owners would be looking for a property in the City that they could own and expand into at a future date.

The 500 Club's request for a special election in November 2023 to increase the number of allowed gaming tables from 20 to 51 has the potential to generate significant economic benefits for both the establishment and the city. We recommend that the City Council consider this request and provide direction to staff on the moving forward with the request.

#### **FISCAL IMPACT**

If council were to approve the calling of the election and the voters approve the expansion from 20 to 51 gaming tables, the City of Clovis would likely see an increase in revenues in future years.

#### **REASON FOR RECOMMENDATION**

Staff is in receipt of a request from the 500 Club that the City Council call a special election in November 2023 to place on the ballot for voters to consider an increase in the number of allowed gaming tables from 20 to 51.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will implement Council direction. If approved staff would return to City Council at least 88 days before November 7, 2023, to have the City Council call the special election.

Prepared by: John Holt, City Manager

Reviewed by: City Manager *JH*

J. BLONIEN  
A PROFESSIONAL LAW CORPORATION  
1121 L STREET, SUITE 105  
SACRAMENTO, CALIFORNIA 95814  
916-441-4242  
WWW.JBLONIEN.COM

March 20, 2023

Clovis City Council  
1033 5<sup>th</sup> Street  
Clovis, CA 93612

Re: Potential Special Election to Increase City Revenue

Dear Honorable Members of the Clovis City Council,

Up until this year, the California Gambling Control Act (“GCA,” Bus. & Prof. Code §§ 19800 et seq.) prohibited local governments from amending ordinances that would expand legal gaming. (Bus. & Prof. Code § 19962(b).) This long-standing moratorium was not extended in the most recent legislative session, and the GCA’s prohibition sunset on January 1, 2023. The Gambling Control Commission (“the Commission”) noted this expiration of the moratorium in a Notice issued on September 14, 2022. Therefore, there is an opportunity—which may be short-lived, if the Legislature revisits the moratorium in 2023—for local governments in California to authorize an expansion in legal gaming.

Clovis has one cardroom, the 500 Club. The 500 Club currently has twenty tables (20) and even with a 6.5-month closure during the pandemic has produced \$3,326,701.00 revenue for the City of Clovis since 2019. In 2022 alone the revenue generated for the City was \$1,155,309.00. This is just the direct revenue generated for the City. The 500 Club has maintained a good relationship with the City, law enforcement, and seeks to expand its ability to contribute to this community. The 500 Club would like to work with the Clovis City Council to take advantage of the window of opportunity that currently exists and explore the possibility of a special election to amend the current City Ordinance regarding the number of allowable gaming tables. Specifically, we would like to engage in a conversation about a special election to amend the current city ordinance allowing twenty gaming tables to mirror the 51 tables that are allowed in our neighboring city, Fresno.

To amend the existing ordinance, 5.6.09(a), the law would require the amendment to be placed on a ballot by the city council (See Cal. Elections Code § 9222) and submitted to the people for a vote. The need for an election arises from the GCA's requirement that any ordinance to "expand" gambling must be submitted to the voters and adopted by majority vote if that ordinance proposed to "expand" gambling beyond what was permitted in the local jurisdiction on January 1, 1996, subject to certain limits. Bus. & Prof. Code § 19961(b). This includes an increase of 25 percent or more in the number of gambling tables allowed in the city, county, or city and county. If the city council places a measure on the ballot, the city council can also order a special election, which must be held not less than 88 days later.

We are hopeful that the City Council will consider our request to discuss this matter and what would be needed to accomplish the goal of bringing more jobs and more tax revenue to support our community. We look forward to working with you on this matter.

Very Truly Yours,

  
Jarhett Blonien





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Administration Department  
DATE: April 3, 2023  
SUBJECT: Receive and File – General Services Department Update.

**Staff:** Shonna Halterman, General Services Director

**Recommendation:** Receive and File

ATTACHMENTS: 1. None.

General Services Director Shonna Halterman will provide a verbal presentation on this item.

Please direct questions to the City Manager's office at 559-324-2060.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 3, 2023

SUBJECT: Consider Approval – To submit a letter of Opposition for Assembly Bill 742– Jackson, Limiting the Use of Police Canines.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Proposed Legislation – AB 742  
2. Draft Letter of Opposition – AB 742

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to submit a letter in opposition to Assembly Bill 742- Jackson, proposing ending the use of K-9 units for arrest, apprehension, and crowd control.

### EXECUTIVE SUMMARY

Assembly Bill 742, authored by Assemblymember Dr. Corey A. Jackson, has been introduced to end the use of K-9 units for arrest, apprehension, and crowd control. AB 742 would not completely ban K-9 units; the bill would continue to allow for search and rescue, explosive detection, and narcotic detection using police canines as long as it would not include the use of biting. Staff has reviewed the bill and is recommending City Council provide policy direction to oppose the legislation. The use of police canines has proven to be a valuable tool in assisting our police officers in keeping our community safe and secure. AB 742 would impose unnecessary restrictions on the use of police canines, making it more difficult for our police department to do its job effectively. If the recommendation is approved, staff will draft a letter to submit to the legislature for consideration.

### BACKGROUND

Assembly Bill 742, authored by Assemblymember Dr. Corey A. Jackson, has been introduced to end the use of K-9 units for arrest, apprehension, and crowd control. AB 742 would not

completely ban K-9 units; the bill would continue to allow for search and rescue, explosive detection, and narcotic detection using police canines as long as it would not include the use of biting. Staff has reviewed the bill and is recommending City Council provide policy direction to oppose the legislation. The legislation has been introduced and is pending referral in the Assembly. AB 742, as introduced, declares the following:

1. The use of police canines has been a mainstay in the constant dehumanizing, cruel abuse of Black Americans and people of color in this country. Be it in response to the Black Lives Matter protests over the murder of George Floyd, during the Los Angeles Race Riots and the Civil Rights Movement, or by slave catchers, police canines are a carryover from a dark past that is not often discussed.
2. The use of police canines has serious consequences. Research on this topic found that canine bites resulted in hospital visits 67.5 percent of the time, while other uses of force, including batons and tasers, resulted in hospital visits 22 percent of the time or less. Research has also found cases of permanent physical disfigurement and injuries to bones, blood vessels, nerves, breasts, testicles, faces, noses, and eyes, sometimes causing blindness, as a result of canine bites. Based on these findings, the researchers stated that canine bites should be considered a level of force immediately below deadly force. They equated a police canine bite to an officer swinging a baton with three-centimeter spikes attached.
3. The use of police canines mirrors other biases in use of force by police. Per the Department of Justice Use of Force data from 2016 to 2019, inclusive, Black people are 3.5 times more likely than any other group to be subjected to use of force due to police canine use, with Hispanic people being the second most likely compared to cases involving White people at six per one million people.

Police departments throughout California are required to follow strict standards and laws on how and when canines can be used. Use of canines in volatile situations have proven to remove the need to use deadly force to apprehend criminal suspects, resulting in the safety of the officers and citizens involved. Removing this tool from police officers could be detrimental to the safety and security of officers, citizens, and their communities.

The position of the League of Cities is stated as “oppose” at this time.

#### **FISCAL IMPACT**

None at this time.


#### **REASON FOR RECOMMENDATION**

The position this bill is recommending is not in the best interest of the City.

#### **ACTIONS FOLLOWING APPROVAL**

If approved, staff will draft a letter of opposition with the Mayor’s signature.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager 

## CALIFORNIA LEGISLATURE— 2023–2024 REGULAR SESSION

ASSEMBLY BILL

NO. 742

**Introduced by Assembly Member Jackson  
(Coauthor: Assembly Member Kalra)**

February 13, 2023

An act to add Section 13653 to the Penal Code, relating to law enforcement.

## LEGISLATIVE COUNSEL'S DIGEST

AB 742, as introduced, Jackson. Law enforcement: police canines.

Existing law authorizes a peace officer to use reasonable force to effect the arrest, to prevent escape, or to overcome resistance of an individual. Existing law requires law enforcement agencies to maintain a policy on the use of force.

Existing law prohibits the use of kinetic energy projectiles or chemical agents by any law enforcement agency to disperse any assembly, protest, or demonstration, except in compliance with specified standards.

This bill would prohibit the use of an unleashed police canine by law enforcement to apprehend a person, and any use of a police canine for crowd control. The bill would prohibit law enforcement agencies from authorizing any use or training of a police canine that is inconsistent with this bill.

### Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

### Bill Text

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** The Legislature finds and declares the following:

(a) The use of police canines has been a mainstay in the constant dehumanizing, cruel abuse of Black Americans and people of color in this country. Be it in response to the Black Lives Matter protests over the murder of George Floyd, during the Los Angeles Race Riots and the Civil Rights Movement, or by slave catchers, police canines are a carryover from a dark past that is not often discussed.

(b) The use of police canines has serious consequences. Research on this topic found that canine bites result in

hospital visits 67.5 percent of the time, while other uses of force, including batons and tasers, result in 22 percent of the time or less. Research has also found cases of permanent physical disfigurement, including lacerations, blood vessels, nerves, breasts, testicles, faces, noses, and eyes, sometimes causing blindness, as a result of canine bites. Based on these findings, the researchers stated that canine bites should be considered a level of force immediately below deadly force. They equated a police canine bite to an officer swinging a baton with three-centimeter spikes attached.

AGENDA ITEM NO. 11.

(c) The use of police canines mirrors other biases in use of force by police. Per the Department of Justice Use of Force data from 2016 to 2019, inclusive, Black people are 3.5 times more likely than any other group to be subjected to use of force due to police canine use, with Hispanic people being the second most likely compared to cases involving White people at six per one million people.

**SEC. 2.** Section 13653 is added to the Penal Code, to read:

13653. (a) It is the intent of the Legislature to prevent the use of police canines for the purpose of arrest, apprehension, or any form of crowd control.

(b) A peace officer shall not use an unleashed police canine to arrest or apprehend a person.

(c) A police canine shall not be used for crowd control at any assembly, protest, or demonstration.

(d) A police canine shall not be used in any circumstance to bite.

(e) A law enforcement agency shall not authorize any use or training of a police canine that is inconsistent with this section.

(f) This section shall not be interpreted as to prevent the use of police canines by law enforcement for purposes of search and rescue, explosives detection, and narcotics detection that do not involve biting.



**CITY of CLOVIS**  
— CLOVIS CITY COUNCIL —

April 4, 2023

Assemblymember Dr. Corey A. Jackson  
Capitol Office (AD-60)  
PO Box 942849  
Sacramento, CA 94249-0060

**RE: AB 742 (Jackson): Law Enforcement: Limiting the Use of Police Canines  
Notice of OPPOSITION**

Dear Assemblymember Jackson,

We are writing to express our strong opposition to AB 742, which would restrict the use of police canines in law enforcement.

As a city, we rely on our police department to keep our community safe and secure. The use of police canines is a valuable tool in achieving this goal. Canines are highly trained to detect drugs and explosives, locate missing persons, and apprehend suspects who may be dangerous to officers and the public. The use of canines has been proven to be effective in numerous law enforcement situations, and it would be a disservice to our community to limit their use.

AB 742 would impose unnecessary restrictions on the use of police canines, making it more difficult for our police department to do its job effectively. We believe that our law enforcement officers should have the flexibility to use all available resources to protect our community. This bill would create additional burdens on our officers, and potentially put them at greater risk when responding to dangerous situations.

We understand the concerns about the potential misuse of police canines, but we believe that existing policies and procedures are sufficient to prevent such incidents from occurring. Our police department has rigorous training and protocols in place to ensure that the use of canines is done appropriately and within the bounds of the law.



In summary, we urge you to reconsider AB 742, as it would limit our ability to protect our community and put our officers at unnecessary risk. We appreciate your consideration of our concerns.

Sincerely,

Lynne Ashbeck  
Mayor, City of Clovis

cc: Raj Rakkar, Regional Public Affairs Manager, League of California Cities  
League of California Cities (via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: April 3, 2023  
 SUBJECT: Consider Approval – To submit a letter of Support for Assembly Bill 1067– Gavin’s Law (hit-and-run penalties).

**Staff:** John Holt, City Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Proposed Legislation – AB 1067 – Gavin’s Law  
 2. Draft Letter of Support – AB 1067

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to submit a letter in support of Assembly Bill 1067- Gavin’s Law, increasing the penalties for hit-and-runs in which a person is killed.

### EXECUTIVE SUMMARY

Assemblyman Jim Patterson has re-introduced Gavin’s Law (AB 1067) to close a disturbing loophole in the Vehicle Code that inadvertently encourages drivers, especially those who may be under the influence, to flee the scene of an accident rather than stay at the scene.

AB 1067 would increase the penalties for hit-and-runs in which a person is killed, bringing the penalties for a hit-and-run more in line with the penalties for vehicular manslaughter. If the recommendation is approved, staff will draft a letter to submit to the legislature for consideration.

### BACKGROUND

Existing law requires the driver of a vehicle involved in an accident resulting in injury to a person, other than that driver, or in the death of a person to immediately stop the vehicle at the scene of the accident and provide specified personal information to the injured person or the occupants of the other vehicle and to any traffic or police officer at the scene of the accident.

Under existing law, if a vehicle accident results in permanent, serious injury or death, a person who violates the requirement to stop is subject to punishment by imprisonment in the state prison for 2, 3, or 4 years, or in a county jail for not less than 90 days nor more than one year, or by a specified fine, or both the imprisonment and fine. Existing law authorizes the court, in the interests of justice and for other reasons stated in the record, to reduce or eliminate the minimum imprisonment or fine requirements.

This bill would instead make a person who fails to immediately stop, as required, at the scene of an accident that resulted in a permanent, serious injury subject to punishment by imprisonment in the state prison for 2, 3, or 4 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine, and if the accident resulted in death, the violation of those requirements would be punishable by imprisonment in the state prison for 3, 4, or 6 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine.

Staff has reviewed the bill and is recommending that the City Council draft a letter in support of the proposed legislation. The legislation has been introduced and has been referred to the Committee on Public Safety. The position of the League of Cities is stated as "watch" at this time.

**FISCAL IMPACT**

None at this time.

**REASON FOR RECOMMENDATION**

The position this bill is recommending is in the best interest of the City and will close the loophole in the Vehicle Code that inadvertently encourages someone to flee the scene of hit-and-run incidents.

**ACTIONS FOLLOWING APPROVAL**

Staff will draft a letter of support for the Mayor's signature.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager *JH*

**ASSEMBLY BILL****No. 1067****Introduced by Assembly Member Jim Patterson**

February 15, 2023

An act to amend Section 20001 of the Vehicle Code, relating to vehicles.

## LEGISLATIVE COUNSEL'S DIGEST

AB 1067, as introduced, Jim Patterson. Vehicle accidents: fleeing the scene of an accident.

Existing law requires the driver of a vehicle involved in an accident resulting in injury to a person, other than that driver, or in the death of a person to immediately stop the vehicle at the scene of the accident and provide specified personal information to the injured person or the occupants of the other vehicle and to any traffic or police officer at the scene of the accident.

Under existing law, if a vehicle accident results in permanent, serious injury or death, a person who violates the requirement to stop is subject to punishment by imprisonment in the state prison for 2, 3, or 4 years, or in a county jail for not less than 90 days nor more than one year, or by a specified fine, or both the imprisonment and fine. Existing law authorizes the court, in the interests of justice and for other reasons stated in the record, to reduce or eliminate the minimum imprisonment or fine requirements.

This bill would instead make a person who fails to immediately stop, as required, at the scene of an accident that resulted in a permanent, serious injury subject to punishment by imprisonment in the state prison for 2, 3, or 4 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine, and if the accident resulted in death,

the violation of those requirements would be punishable by imprisonment in the state prison for 3, 4, or 6 years, or in a county jail for not less than 90 days nor more than one year, and a specified fine.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1 SECTION 1. This act shall be known, and may be cited, as  
2 Gavin's Law.

3 SEC. 2. Section 20001 of the Vehicle Code is amended to read:

4 20001. (a) The driver of a vehicle involved in an accident  
5 resulting in injury to a person, other than ~~himself or herself~~, *that*  
6 *driver*, or in the death of a person shall immediately stop the  
7 vehicle at the scene of the accident and shall fulfill the requirements  
8 of Sections 20003 and 20004.

9 (b) (1) ~~Except as provided in paragraph (2),~~ *If the accident*  
10 *described in subdivision (a) results in injury, other than a*  
11 *permanent, serious injury*, a person who violates subdivision (a)  
12 shall be punished by imprisonment in the state prison, or in a  
13 county jail for not more than one year, or by a fine of not less than  
14 one thousand dollars (\$1,000) nor more than ten thousand dollars  
15 (\$10,000), or by both that imprisonment and fine.

16 (2) If the accident described in subdivision (a) results in ~~death~~  
17 ~~or~~ *permanent, serious injury*, a person who violates subdivision  
18 (a) shall be punished by imprisonment in the state prison for two,  
19 three, or four years, or in a county jail for not less than 90 days  
20 nor more than one ~~year, or year~~ *and* by a fine of not less than one  
21 thousand dollars (\$1,000) nor more than ten thousand dollars  
22 ~~(\$10,000), or by both that imprisonment and fine. (\$10,000).~~  
23 However, the court, in the interests of justice and for reasons stated  
24 in the record, may reduce or eliminate the minimum imprisonment  
25 required by this paragraph.

26 (3) ~~Except as provided in subdivision (c),~~ *if the accident*  
27 *described in subdivision (a) results in death, a person who violates*  
28 *subdivision (a) shall be punished by imprisonment in the state*  
29 *prison for three, four, or six years, or in a county jail for not less*  
30 *than 90 days nor more than one year, and by a fine of not less than*  
31 *one thousand dollars (\$1,000) nor more than ten thousand dollars*  
32 *(\$10,000). However, the court, in the interests of justice and for*

1 *reasons stated in the record, may reduce or eliminate the minimum*  
2 *imprisonment required by this paragraph.*

3 ~~(3)~~

4 (4) In imposing the minimum fine required by this subdivision,  
5 the court shall take into consideration the defendant's ability to  
6 pay the fine and, in the interests of justice and for reasons stated  
7 in the record, may reduce the amount of that minimum fine to less  
8 than the amount otherwise required by this subdivision.

9 (c) A person who flees the scene of the crime after committing  
10 a violation of Section 191.5 of, or paragraph (1) of subdivision (c)  
11 of Section 192 of the Penal Code, upon conviction of any of those  
12 sections, in addition and consecutive to the punishment prescribed,  
13 shall be punished by an additional term of imprisonment of five  
14 years in the state prison. This additional term shall not be imposed  
15 unless the allegation is charged in the accusatory pleading and  
16 admitted by the defendant or found to be true by the trier of fact.  
17 The court shall not strike a finding that brings a person within the  
18 provisions of this subdivision or an allegation made pursuant to  
19 this subdivision.

20 (d) As used in this section, "permanent, serious injury" means  
21 the loss or permanent impairment of function of a bodily member  
22 or organ.

O



**CITY of CLOVIS**  
— CLOVIS CITY COUNCIL —

April 4, 2023

Assemblymember Jones-Sawyer  
P.O. Box 942849  
Sacramento, CA 94249-0057

**RE: Support Letter for AB 1067 – Gavin’s Law**

Dear Chairman Jones-Sawyer, Sr.,

We are writing to express support for AB 1067 (Patterson), which will ensure justice for Californians and increase the penalties for committing a hit-and-run.

AB 1067 is named after Gavin Gladding, a beloved Clovis Unified School District Vice Principal who was tragically killed in a hit-and-run incident in 2018. Sadly, there are so many other families who have been in similar circumstances.

Currently, the penalty for an individual who leaves the scene of a vehicle accident resulting in permanent serious injury or death is a maximum of four years and/or a fine of \$1,000-\$10,000. The potential sentence for leaving the scene of an incident is not enough to deter drivers, especially those who may be under the influence, from leaving the scene. When these drivers leave the scene, not only are they failing to render aid to any injured victim, but they are also removing evidence from the scene of a crime. Law enforcement officials are not able to conduct field sobriety tests of the driver, document his/her statement, or collect any other pertinent information and evidence, therefore hamstringing the entire investigation.

Conversely, if someone under the influence were to stay at the scene, that person could (and likely would) then be given a longer prison sentence - possibly up to fifteen years - and/or a higher fine, than an individual who fled the scene.

As noted by the Assembly Public Safety Committee members in 2019, there is currently a loophole in the law as it is written that inadvertently encourages someone to flee the scene of an incident, and it needs to be addressed.



AB 1067 addresses this loophole and will increase the possible penalty for hit-and-runs resulting in or death to a maximum possible penalty of six years in jail. By bringing this code more in line with the penalties assessed for vehicular manslaughter, AB 1067 will encourage drivers to stay at the scene of a crime, even if they may be under the influence.

For these reasons, we support AB 1067 and urge an “aye” vote.

Sincerely,

Lynne Ashbeck  
Mayor, City of Clovis

cc: Alisha Gallon, Asm. Patterson’s Office via email: [alisha.gallon@asm.ca.gov](mailto:alisha.gallon@asm.ca.gov))



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 3, 2023

SUBJECT: Consider Approval – To submit a letter of Support for Assembly Bill 1708 – Muratsuchi, amending Proposition 47 to increase accountability for repeat theft offenders.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

ATTACHMENTS: 1. Proposed Legislation – AB 1708 – (Muratsuchi) Theft  
 2. Draft Letter of Support – AB 1708

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to submit a letter in support Assembly Bill 1708 – (Muratsuchi) Theft, which would amend Proposition 47 to increase accountability for repeat theft offenders and offer pathways for pre-plea diversion programming.

### EXECUTIVE SUMMARY

The Safe Neighborhoods and Schools Act, enacted by Proposition 47, as approved by the voters at the November 4, 2014, statewide general election, defines and prohibits an act of shoplifting and prohibits prosecution for an act of shoplifting under any other law. This bill would refine the definition of shoplifting and would specifically exclude certain offenses from prosecution as shoplifting, including, among others, the theft of a firearm or vehicle, identity theft, and credit card fraud.

AB 1708 would provide appropriate revisions to Proposition 47 that more holistically address the root causes of crime. If the recommendation is approved, staff will draft a letter in support to submit to the legislature for consideration.

## **BACKGROUND**

Proposition 47 made promises of safe neighborhoods, but the unintended consequences that followed have provided anything but. Our communities deserve better, and cities are more than ready to find solutions that fix Proposition 47.

### **Specifics of AB 1708:**

- Requires a person convicted of petty theft or shoplifting, with two or more prior convictions for specified theft-related offenses, to be punished by imprisonment in county jail for up to one year.
- Authorizes a city, county prosecuting authority, or county probation department to create a diversion program for persons who commit repeat theft offenses.
- Any provisions that amend Proposition 47 would become effective only upon approval by the voters at the next statewide general election.

According to a February 2023 study conducted by the Public Policy Institute of California, a strong majority of Californians worry they or a family member will be a victim of a crime. Cities are feeling impacts from crime-related activity in their communities and are looking for solutions to fix Proposition 47. We need to increase accountability for those who continue to create victims throughout our communities.

Mental health and substance use treatment programming are essential to lowering recidivism rates and increasing community wellness. AB 1708 would provide appropriate revisions to Proposition 47 that more holistically address the root causes of crime.

If the recommendation is approved, staff will draft a letter to submit to the legislature for consideration. Cal Cities current position: Sponsor.

## **FISCAL IMPACT**

None at this time.

## **REASON FOR RECOMMENDATION**

The position this bill is recommending is in the best interest of the City and will amend Proposition 47 to increase accountability for repeat theft offenders and offer pathways for pre-plea diversion programming.

## **ACTIONS FOLLOWING APPROVAL**

Staff will draft a letter of support for the Mayor's signature.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager 

AMENDED IN ASSEMBLY MARCH 9, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1708**

**Introduced by Assembly Member Muratsuchi**

February 17, 2023

An act ~~relating to corrections~~: to amend Sections 459.5 and 490.2 of, to add Section 666.1 to, and to add Chapter 2.97 (commencing with Section 1001.98) to Title 6 of Part 2 of, the Penal Code, relating to theft.

LEGISLATIVE COUNSEL'S DIGEST

AB 1708, as amended, Muratsuchi. ~~Corrections: rehabilitative programing—Theft.~~

(1) Existing law, the Safe Neighborhoods and Schools Act, enacted by Proposition 47, as approved by the voters at the November 4, 2014, statewide general election, defines and prohibits an act of shoplifting and prohibits prosecution for an act of shoplifting under any other law.

This bill would refine the definition of shoplifting and would specifically exclude certain offenses from prosecution as shoplifting, including, among others, the theft of a firearm or vehicle, identity theft, and credit card fraud.

(2) Existing law requires, except as excluded, the theft of any property valued below \$950 to be charged as petty theft, a misdemeanor.

This bill would similarly exclude certain offenses from this provision, including, among others, the theft of a vehicle, identity theft, and credit card fraud.

(3) Existing law provides that a person with a prior conviction for specified sex offenses may be charged with a felony for shoplifting or for theft of property not exceeding \$950 in value.

*This bill would require a person convicted of petty theft or shoplifting, if the person has 2 or more prior convictions for specified theft-related offenses, to be punished by imprisonment in the county jail for up to one year, or for 16 months, or 2 or 3 years.*

*(4) Existing law, until January 1, 2026, authorizes a city or county prosecuting authority or county probation department to create a diversion or deferred entry of judgment program pursuant to this section for persons who commit a theft offense or repeat theft offenses, as specified.*

*This bill would authorize a city or county prosecuting authority or county probation department to create a diversion program for persons who commit theft or repeat theft offenses, as specified.*

*(5) This bill would provide that the provisions of the bill that amend Proposition 47 would become effective only upon approval of the voters, and would provide for the submission of those provisions to the voters for approval at the next statewide general election.*

~~Existing law requires the Department of Corrections and Rehabilitation to conduct rehabilitative programming in a manner that meets specified requirements, including minimizing program wait times and offering a variety of program opportunities to inmates regardless of security level or sentence length.~~

~~This bill would express the intent of the Legislature to enact legislation that would increase accountability for repeat offenders through participation in rehabilitative services.~~

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1     SECTION 1. Section 459.5 of the Penal Code is amended to  
2     read:  
3     459.5. (a) Notwithstanding Section 459, shoplifting is defined  
4     as entering a commercial establishment ~~with intent to commit~~  
5     larceny while that establishment is open during regular business  
6     hours, *with the intent to steal retail property or merchandise*, where  
7     the value of the property that is taken or intended to be taken does  
8     not exceed nine hundred fifty dollars (\$950). Any other entry into  
9     a commercial establishment with intent to commit larceny is  
10    burglary. Shoplifting shall be punished as a misdemeanor, except  
11    that a person with one or more prior convictions for an offense

1 specified in clause (iv) of subparagraph (C) of paragraph (2) of  
2 subdivision (e) of Section 667 or for an offense requiring  
3 registration pursuant to subdivision (c) of Section 290 may be  
4 punished pursuant to subdivision (h) of Section 1170.

5 (b) Any act of shoplifting as defined in subdivision (a) shall be  
6 charged as shoplifting. No person who is charged with shoplifting  
7 may also be charged with burglary or theft of the same property.

8 (c) *This section does not apply to theft of a firearm; forgery, as*  
9 *described in Chapter 4 (commencing with Section 470); the*  
10 *unlawful sale, transfer, or conveyance of an access card in*  
11 *violation of Section 484e; forgery of an access card in violation*  
12 *of Section 484f; the unlawful use of an access card in violation of*  
13 *Section 484g; theft from an elder or dependent adult in violation*  
14 *of subdivision (e) of Section 368; receiving stolen property in*  
15 *violation of Section 496; embezzlement, as described in Chapter*  
16 *6 (commencing with Section 503); identity theft in violation of*  
17 *Section 530.5; or the theft or unauthorized use of a vehicle in*  
18 *violation of Section 10851 of the Vehicle Code.*

19 (d) *As used in this section, the following terms have the following*  
20 *meanings:*

21 (1) *“Retail property or merchandise” means any article,*  
22 *product, commodity, item, or component intended to be sold in*  
23 *retail commerce.*

24 (2) *“Value” means the retail value of an item as advertised by*  
25 *the affected retail establishment, including applicable taxes.*

26 SEC. 2. *Section 490.2 of the Penal Code is amended to read:*

27 490.2. (a) Notwithstanding Section 487 or any other provision  
28 of law defining grand theft, obtaining any property by theft where  
29 the value of the money, labor, real or personal property taken does  
30 not exceed nine hundred fifty dollars (\$950) shall be considered  
31 petty theft and shall be punished as a misdemeanor, except that  
32 such person may instead be punished pursuant to subdivision (h)  
33 of Section 1170 if that person has one or more prior convictions  
34 for an offense specified in clause (iv) of subparagraph (C) of  
35 paragraph (2) of subdivision (e) of Section 667 or for an offense  
36 requiring registration pursuant to subdivision (c) of Section 290.

37 (b) This section shall not be applicable to any theft that may be  
38 charged as an infraction pursuant to any other provision of law.

39 (c) This section ~~shall~~ *does not apply to theft of a ~~firearm.~~*  
40 *firearm; forgery, as described in Chapter 4 (commencing with*

1 Section 470); the unlawful sale, transfer, or conveyance of an  
 2 access card in violation of Section 484e; forgery of an access card  
 3 in violation of Section 484f; the unlawful use of an access card in  
 4 violation of Section 484g; theft from an elder or dependent adult  
 5 in violation of subdivision (e) of Section 368; receiving stolen  
 6 property in violation of Section 496; embezzlement, as described  
 7 in Chapter 6 (commencing with Section 503); identity theft in  
 8 violation of Section 530.5; or the theft or unauthorized use of a  
 9 vehicle in violation of Section 10851 of the Vehicle Code.

10 SEC. 3. Section 666.1 is added to the Penal Code, to read:

11 666.1. (a) (1) Notwithstanding any other law, a person who,  
 12 having two or more convictions for any of the offenses listed in  
 13 paragraph (2), and who is subsequently convicted of petty theft or  
 14 shoplifting, is punishable by imprisonment in the county jail not  
 15 exceeding one year, or pursuant to subdivision (h) of Section 1170.

16 (2) This section applies to the following offenses:

17 (A) Petty theft, as described in Section 488.

18 (B) Grand theft, as described in Section 487.

19 (C) Theft from an elder or dependent adult in violation of  
 20 subdivision (e) of Section 368.

21 (D) The theft or unauthorized use of a vehicle, as described in  
 22 Section 10851 of the Vehicle Code.

23 (E) Burglary, as described in Section 459.

24 (F) Carjacking, as described in Section 215.

25 (G) Robbery, as described in Section 211.

26 (H) Receiving stolen property, as described in Section 496.

27 (I) Shoplifting, as described in Section 459.5.

28 (J) Mail theft, as described in subdivision (e) of Section 530.5.

29 (b) This section shall not be construed to preclude prosecution  
 30 or punishment pursuant to any other law.

31 SEC. 4. Chapter 2.97 (commencing with Section 1001.98) is  
 32 added to Title 6 of Part 2 of the Penal Code, to read:

33  
 34 CHAPTER 2.97. THEFT CRIMES DIVERSION

35  
 36 1001.98. (a) The city or county prosecuting attorney or county  
 37 probation department may create a diversion program pursuant  
 38 to this section for persons who commit a theft offense or repeat  
 39 theft offenses. The program may be conducted by the prosecuting  
 40 attorney's office or the county probation department.



1 (b) Except as provided in subdivision (e), this chapter does not  
2 limit the power of the prosecuting attorney to prosecute theft or  
3 repeat theft.

4 (c) If a county creates a diversion or deferred entry of judgment  
5 program for individuals committing theft or repeat theft offenses,  
6 on receipt of a case or at arraignment, the prosecuting attorney  
7 shall either refer the case to the county probation department to  
8 conduct a prefiling investigation report to assess the  
9 appropriateness of program placement or, if the prosecuting  
10 attorney's office operates the program, determine if the case is  
11 one that is appropriate to be referred to the program. In  
12 determining whether to refer a case to the program, the probation  
13 department or prosecuting attorney shall consider, but is not  
14 limited to, all of the following factors:

15 (1) Any prefiling investigation report conducted by the county  
16 probation department or nonprofit contract agency operating the  
17 program that evaluates the individual's risk and needs and the  
18 appropriateness of program placement.

19 (2) If the person demonstrates a willingness to engage in  
20 community service, restitution, or other mechanisms to repair the  
21 harm caused by the criminal activity and address the underlying  
22 drivers of the criminal activity.

23 (3) If a risk and needs assessment identifies underlying  
24 substance abuse or mental health needs or other drivers of criminal  
25 activity that can be addressed through the diversion or deferred  
26 entry of judgment program.

27 (4) If the person has a violent or serious prior criminal record  
28 or has previously been referred to a diversion program and failed  
29 that program.

30 (5) Any relevant information concerning the efficacy of the  
31 program in reducing the likelihood of participants committing  
32 future offenses.

33 (d) On referral of a case to the program, a notice shall be  
34 provided to the person alleged to have committed the offense with  
35 both of the following information:

36 (1) The date by which the person must contact the diversion  
37 program or deferred entry of judgment program in the manner  
38 designated by the supervising agency.

39 (2) A statement of the penalty for the offense or offenses with  
40 which that person has been charged.

1     (e) *The prosecuting attorney may enter into a written agreement*  
2 *with the person to refrain from, or defer, prosecution on the offense*  
3 *or offenses on the following conditions:*

4     (1) *Completion of the program requirements such as community*  
5 *service or courses reasonably required by the prosecuting attorney.*

6     (2) *Making adequate restitution or an appropriate substitute*  
7 *for restitution to the victim or victims.*

8     *SEC. 5. This act amends the Safe Neighborhoods and Schools*  
9 *Act, an initiative statute approved by the voters at the November*  
10 *4, 2014, statewide general election as Proposition 47, and shall*  
11 *become effective only when submitted to and approved by the*  
12 *voters. The Secretary of State shall submit Sections 1, 2, and 3 of*  
13 *this act for approval by the voters at a statewide election in*  
14 *accordance with Section 9040 of the Elections Code.*

15     ~~SECTION 1. It is the intent of the Legislature to enact~~  
16 ~~legislation that would increase accountability for repeat offenders~~  
17 ~~through participation in rehabilitative services.~~



**CITY of CLOVIS**  
— CLOVIS CITY COUNCIL —

April 4, 2023

The Honorable Reginald Jones-Sawyer  
Chair, Assembly Public Safety Committee  
Legislative Office Building  
1020 N Street, Room 111  
Sacramento, CA 95814

RE: AB 1708 (Muratsuchi) Theft.  
Notice of SUPPORT (As Amended 3/9/23)

Dear Assembly Member Jones-Sawyer,

The City of Clovis is pleased to support AB 1708 (Muratsuchi). This measure would increase accountability for repeat theft offenders and offer pathways for pre-plea diversion programming. If passed, the bill would send the issue to the voters for approval at the next statewide general election.

This strategy is one of many supported by cities to address crime and its underlying causes. We remain committed to improving California's carceral systems, interrupting and ending cycles of recidivism, and building a community-based system of care that appropriately meets the needs of all community members.

Proposition 47 of 2014 made promises of safe neighborhoods, but the unintended consequences that followed have provided anything but. According to a February 2023 study conducted by the Public Policy Institute of California, a strong majority of Californians worry they or a family member will be a victim of a crime (21% very, 44% somewhat). This is the sentiment being felt by residents of cities throughout the state.

Our communities deserve better, and cities are more than ready to find solutions that fix Proposition 47.

The City of Clovis is keenly interested in exploring additional strategies to address the impacts of crime in our communities. This includes resources to improve community safety through prevention and early intervention programming, as well as improved re-entry service provision

for our formerly incarcerated community members. While these provisions have historically been the responsibility of state and county departments, cities are interested in increased collaboration to meet these urgent needs.

For these reasons, the City of Clovis requests your support on AB 1708.

Sincerely,

Lynne Ashbeck  
Mayor, City of Clovis

cc: The Honorable Al Muratsuchi  
(via email: [assemblymember.muratsuchi@assembly.ca.gov](mailto:assemblymember.muratsuchi@assembly.ca.gov) )  
Raj Rakkar, Cal Cities Regional Public Affairs Manager (via email:  
[rrakkar@calcities.org](mailto:rrakkar@calcities.org))  
League of California Cities (via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))