

Tulare Public Cemetery District
900 EAST KERN AVENUETULARE, CALIFORNIA 93274**PHONE (559) 686-5544**

BOARD AGENDA

Regular Board Meeting
September 24, 2020
1:00 P.M.

NOTE: MEETING ADDRESS CHANGE: 469 N. CHERRY ST (South Side of Tulare First Baptist Church Campus) location link: <https://goo.gl/maps/V4wruPTvgSpqfVtN9>

DUE TO COVID-19 ALL ENTERING WILL BE REQUIRED TO KEEP A 6FT DISTANCE FROM OTHERS ATTENDING. FACE MASK ARE RECOMMENDED.

THIS MEETING WILL BE AVAILABLE VIA CONFERENCE CALL. PLEASE CALL 1-978-990-5262. ACCESS CODE IS 8540315*.

PRELIMINARIES:

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Recognition of Visitors
- 1.5 Public Comments (three (3) minutes per person)
- 1.6 Trustee Comment (three (3) minutes per person)

OPEN SESSION – AGENDA ITEMS: (All items are subject to discussion and possible action by the Board of Trustees.)

- 2.1 Tulare Cemeterians Report
- 2.2 Minutes of July 15, 23, 27, 2020 and August 27, 2020
- 2.3 Audit Committee Report
- 2.4 June, July, & August 2020 Financials
- 2.5 Proposed Public Works Agreement
- 2.6 Niche Wall Bid from Spence Fence
- 2.7 Mower Bids – Kern Cemetery
- 2.8 Alta Pump Bid
- 2.9 Cement Work Bid – North Cemetery
- 2.10 Automated Gate Bids – North Cemetery
- 2.11 Bereavement Training Bid
- 2.12 Litigation Insurance
- 2.13 Draft Resolution 2020/21-2 Transfer of Endowment Interest to Fund 817
- 2.14 Request for Monthly Check Register signed off by all Board Members
- 2.15 Manager's Report

ADJOURNMENT:

OPEN SESSION AGENDA ITEMS
NOTICE TO THE PUBLIC

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00 AM – 5:00 PM AT THE ADMINISTRATION OFFICE OF THE DISTRICT LOCATED AT 900 E. KERN AVE., TULARE, CA 93274

Rules of Decorum

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

Addressing the Cemetery Board

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

Tulare Public Cemetery District
Special Board Meeting Minutes
July 15, 2020

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 10:22 a.m., at 900 E. Kern Avenue, Tulare, California by Chairperson Stephen Presant. Trustees present were via teleconference, Secretary James Pennington, Trustee Vicki Gilson and Trustee Alberto Aguilar

RECOGNITION OF VISITORS:

Jesse Martin, Linda Maloy, Vicki Gordon, Carlos Mendoza Sr., Carlos Mendoza Jr., and Alex Gutierrez.

COVID-19 BURIAL PROCEDURES:

The board directed Manager Castaneda to move forward with the COVID-19 procedures as it was being done before July 7, 2020 with the exception of having people bring their own umbrella to the service for shading.

DISCUSSION OF UNAUTHORIZED COMMENTS TO THE MEDIA:

Chairperson Presant reminded the board that according to the district's bylaws the chairperson is the official spokesperson for the Board and the principal contact with other government agencies, legal counsel and the press unless the Board delegates this authority to another. Going forward Chairperson Presant will be sending out Press Releases to the media. Chairperson Presant decided to bring this item up to the boards attention because some board members have been placing their own articles to the media. Chairperson Presant informed the board that it is incorrect for a board member to do this and that the board should act as a body and the chairperson is the districts official spokesperson for the board principal contact with other government agencies, legal counsel and the press. He would like to keep everything under one umbrella and would like the boards support in this.

MANAGER'S REPORT:

We have a board member coming onto cemetery grounds taking pictures of staff while they are working and asking funeral home staff questions about the cemetery and wanting to know why the funeral home did not ask this board member's permission or tell him that they were having a service. The funeral homes and/or staff have no obligation to any board member as to what they are doing. This board member also took pictures of one of our vendor's employee who came to drop off supplies at the cemetery. The vendor's employee told Foreman Faria that our board member has no right to be taking pictures of him doing his job. The board member did not ask him for permission to be taking pictures of him. The vendor's manager called me and said that if our board members do not leave his employees alone and let them do their jobs, they will no longer supply us with anything. The cemetery will lose their business.

You as board members are to set policy not to demand funeral home staff what services they are doing. Not to be taking pictures of cemetery staff when they are working or vendors when they are coming onto cemetery grounds to supply us with much need supplies.

I received an e-mail from Trustee Aguilar on July 14, 2020 in his e-mail he states "I want to know why the County Health Department only cleared the three office staff employees to return to work if those individuals were at the same safety meeting as the other employees. I also want to know what information was sent to the District office by the County Health Department that states the reasons for clearing the three staff employees to return to work on July 13, 2020."

These are questions that I cannot answer or even give out to anyone because of the HIPAA Act.

Tulare Public Cemetery District
Special Board Meeting Minutes
July 15, 2020

Chairperson Presant viewed this as harassment by any board member who is taking pictures.

Trustee Aguilar said he took pictures to show that Foreman Faria and Manager Castaneda were not following the COVID-19 Rules & Regulations. I took those photos to show that they are doing what they are not supposed to be doing and it is because of their failure, their deliberate failure of not following the COVID-19 Rules & Regulations that one of the employees has gone ahead and been diagnosed with COVID-19. As far as for her and the employees to go on strike I welcome them to go on strike. PLEASE DO SO! You are an at will employee go on strike. Thank you.

Vice Chairperson Avila said if the cemetery is having vendors who will not do business with the cemetery because of Trustee Aguilar taking pictures of them then that is directly affecting our operations here. I have to agree with Steve it is not only harassment but also intimidation. Employees do not have to work for us and they're skilled employees. You can talk about your rights; everyone wants to talk about their rights in this county but nobody wants to talk about their responsibility and what you have Alberto is a responsibility as a board member. You want to talk about your rights and just forget what your responsibility is. Our whole goal as a cemetery is to provide a service for the public and I don't know how we are going to do that without employees. I'm horrified that you challenge the employees to go on strike. I think everybody has a right to work at their work environment and not feel like their being harassed. I am sorry this is an outrage it's uncalled for and it's totally out of bounds. It's one thing if you observe one thing and you go to the chair with your concerns and let the chair handle it.

Secretary Pennington said he has been on this board for six months now and it is an embarrassment when I see board members who deliberately try to entrap, to play an I got you moment, to try to harass employees. Our jobs as board members is to help, to encourage, to give instructions. It is an embarrassment to our city, to our board and to the employees of the cemetery. I am sorry. If something goes wrong, we bring it up we have means to talk to the manager, we talk to that person, we correct it. It's all about education, training. Taking cameras and exposing people when they are in their own time is wrong. Stop the harassment.

Manager Castaneda informed the board that on July 17th staff will have all services that were scheduled the previous week and this week completed in total the district had eleven services. We have experienced some complications out in the grounds with sprinklers breaking at both cemeteries. Staff will not be able to repair these sprinklers until they have completed all services. They are also doing catch up with the mowing and the weed eating.

Office staff is taking in families by appointment only. Office staff is not letting anyone in the office unless they are here to sign or pay for a service. Mortuaries are not coming in to drop off paperwork instead they are dropping it off in our mail box.

ADJOURNMENT:

Having nothing further Chairperson Presant adjourned the meeting at 12:10 p.m.

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Regular Board Meeting Minutes
July 23, 2020

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 1:08 p.m., at 900 E. Kern Avenue, Tulare, California by Chairperson Stephen Presant. Trustees present were Chairperson Presant, Vice Chairperson Xavier Avila, Secretary James Pennington, Trustee Alberto Aguilar and Vicki Gilson attended by teleconference

RECOGNITION OF VISITORS:

Kathy Mendonca and Jennifer Berchium.

PUBLIC COMMENTS:

At 1:15 p.m. Chairperson Presant opened up for Public Comments.

Jennifer spoke regarding CALPERS she wanted to know why do employees need to be at the board meeting. She also on the water at North cemetery or the lack of it and weeds being up on top of headstones. She felt that the cemetery is not being attended to correctly.

Kathy Mendonca wanted to know the policy on vases. She felt that the cemetery workers have no right to take what her or her family put on the headstone considering it is her property. She also spoke on the maintenance of the cemetery grounds and how seven years ago the cemetery was so beautiful and now it doesn't look like the cemetery is being attended to correctly.

Alex Gutierrez asked the board to get better technology for the cemetery. He recommended to upload cemetery board meetings. He also asked for the board to have Trustee Aguilar's agenda items brought forth along with Trustee Gilson's agenda items. Mr. Gutierrez brought to the boards attention that it is the bad miss management and leadership of the cemetery that has caused the COVID-19 outbreak in our county.

Carlos Mendoza Sr. Asked how he could get copies of all district policies and regulations.

TRUSTEE COMMENTS:

Trustee Aguilar commented on an e-mail he sent on June 23, 2020 his request on missing financial reports and as of today has not received the data manager Castaneda is in violation of letting Trustee Aguilar do his fiduciary duty.

Trustee Gilson stated we've had a lot of difficulties with Brown Act violations and financial reports. Trustee Gilson suggested that all board members and 2 staff members attend the CSDA Brown Act workshop.

Vice Chairperson Presant gave an update on the well at North cemetery.

CALPERS PEPRA CONTRIBUTION:

It was motioned by Vice Chairperson Avila to give every employee a \$1.00 raise and for it to take effect on July 1, 2020, second by Secretary Pennington (4-1) Trustee Aguilar – No, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson – Yes, Chairperson – Yes.

At 3:20pm Vice Chairperson Avila left the meeting.

APPROVAL OF MAY 27, 28, JUNE 9, 25, & JULY 7, 2020 MINUTES:

Chairperson Presant accepted the minutes with changes.

Tulare Public Cemetery District
Regular Board Meeting Minutes
July 23, 2020

At 3:33pm Vice Chairperson Avila returned to the meeting.

APRIL & MAY 2020 FINANCIAL REPORTS:

Trustee Aguilar made a motion to approve the financial with corrections, second by Vice Chairperson Avila (5-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson – Yes, Chairperson – Yes.

At 4:28pm Vice Chairperson Avila left the meeting.

FISCAL YEAR 2020-2021 PROPOSED BUDGET:

Trustee Gilson made a motion with the corrections indicated to approve the Fiscal Year 2020-2021 Budget, second by Trustee Aguilar (4-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Chairperson Present – Yes.

BEREAVEMENT TRAINING:

The board directed Manager to get information on any bereavement training for staff.

LETTER FROM SALCIDO FAMILY:

The board directed Manager to send a letter of apology to the Salcido family. It was motioned by Trustee Aguilar to pay the monument company \$375.00 toward the Salcido mother's headstone, second by Secretary Pennington (5-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson Avila – Yes, Chairperson Present – Yes.

COVID-19 EMPLOYEE PROCEDURES:

It was a consensus from the board that when the district office receives the letter from TCHD it be accepted for an employee to return to work.

MANAGERS REPORT:

Manager Castaneda reported to the board of the break in at Kern cemetery breakroom and that nothing was taken. She also reported on the several sprinklers that were broken during employee's time off at Kern and North cemetery.

ADJOURNMENT:

Having nothing further Chairperson Present adjourned the meeting at 5:34 p.m.

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Emergency Board Meeting Minutes
July 27, 2020

CALL TO ORDER:

The Tulare Public Cemetery emergency board meeting was called to order at 4:15 p.m., at 900 E. Kern Avenue, Tulare, California by Chairperson Stephen Presant. Trustees present via teleconference were Vice Chairperson Xavier Avila, Secretary James Pennington, Trustee Vicki Gilson and Trustee Alberto Aguilar.

Present at Board Meeting David Faria and Les Travioli of Alta Pump

The emergency meeting was convened by Chairman Steve Presant to review the Alta Pump bid dated July 27, 2020 to repair the submersible pump at the North Cemetery for a cost of \$15,047.60, and if new submersible cable is needed or requested, a total bid cost of \$16,136.47. Les Travioli of Alta Pump in response to questions from the board members was able to provide details of the bid and his opinion of the equipment proposed to be installed and why the existing pump failed after three years. Discussion from the board on the bid from Alta Pump, the prevailing wage requirement for this vendor, and the other two past bids that had been received in the last week. Trustee Alberto Aguilar desired to have the bid components itemized by cost and prevailing labor costs shown. Motion made by Trustee Xavier Avila to approve the bid price of \$16,136.47 as presented by Alta Pump and seconded by Trustee Jim Pennington.

Trustees were polled to approve bid:

- Alberto Aguilar: N
- Xavier Avila: Y
- Vickie Gilson: Y
- Jim Pennington: Y
- Steve Presant: Y

ADJOURNMENT:

Having nothing further Chairperson Presant adjourned the meeting at 5:05 p.m.

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Regular Board Meeting Minutes
August 27, 2020

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 1:01 p.m., at 469 N. Cherry Street, Tulare, California by Chairperson Stephen Presant. Trustees present were Chairperson Stephen Presant, Vice Chairperson Xavier Avila, Secretary James Pennington, Trustee Alberto Aguilar. Trustee Vicki Gilson attended via public attendee Katherine Doe's cell phone.

RECOGNITION OF VISITORS:

Katherine Doe, of the Valley Voice, Alvarez Family, Alex Gutiérrez, Linda Maloy and Vicki Gordon.

PUBLIC COMMENTS:

At 1:10 p.m. Chairperson Presant opened up for Public Comments.

Alex Gutiérrez felt that the board is unfair with two other board members and that the district's attorney is also unfair on how two board members are being treated.

Katherine Doe asked if she can set up her cell to have Trustee Gilson participate in the meeting.

KERN NICHES CLOSED DURING WEEKENDS:

It was motioned by Vice Chairperson Avila to have a coded pad lock put on the niche door and give families a code, second by Secretary Pennington (5-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson Avila – Yes, Chairperson Presant – Yes.

BENCH REQUEST – VASQUEZ FAMILY:

It was motioned by Vice Chairperson Avila to approve the Vasquez family their bench request, second by Secretary Pennington

BENCH REQUEST POLICY

Vice Chairperson Avila made a motion to give families 6 months to pay their bench pad, second by Trustee Gilson (5-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson – Yes, Chairperson – Yes.

VASE REMOVAL REQUEST – LUPERCIO FAMILY:

Vice Chairperson Avila made a motion to let the Lupercio family omit vases to their son's headstone (5-0) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson Avila – Yes, Chairperson Presant – Yes.

REPORT FROM THE CEMETERIANS:

Linda Maloy co-founder of Tulare Cemeterians reported that her and her group went out to Kern Cemetery for a clean-up day and picked up 18 bags of garbage. They also announced that they will be having another clean-up day at the end of the month. She informed the board that they are selling candles and are cleaning headstones they are not restoring headstones only cleaning them. All donations is going towards the cemetery.

TRUSTEE PAYMENT FOR EMERGENCY MEETINGS:

Trustee Aguilar moved to have a stipend of \$25.00 per emergency board meeting, second by Secretary Pennington (4-1) Trustee Aguilar – Yes, Trustee Gilson – Yes, Secretary Pennington – Yes, Vice Chairperson Avila – No, Chairperson Presant – Yes.

Tulare Public Cemetery District
Regular Board Meeting Minutes
August 27, 2020

DRAFT RESOLUTION 2020/21-1 REVOLVING FUND:

Vice Chairperson Avila moved to approve the Draft Resolution 2020/21-1 Revolving Fund Account, second by Secretary Pennington (3-2) Trustee Aguilar –No, Vice Chairperson Avila – Yes, Trustee Gilson – No, Secretary Pennington –Yes, Chairperson Presant – Yes

MANAGERS REPORT:

Manager Castaneda reported to the board of two leaks at North cemetery, staff called Morris Levin to go out and asses the issue. She also reported that at Kern cemetery staff has noticed tire marks in front of the office and in the parking area where staff parks. Manager Castaneda reported on the current interment and the upcoming interments.

ADJOURNMENT:

With nothing further Chairperson Presant adjourned the meeting at 4:10 p.m.

Respectfully Submitted,

Board Secretary

Tulare Public Cemetery District
Audit Committee Minutes
June 22, 2020

CALL TO ORDER:

The Tulare Public Cemetery Audit Committee meeting of June 22, 2020 was called to order at 9:00am, at the district office, 900 E Kern Avenue, Tulare, California by Committee Member Stephen Presant. Committee Member present were Linda Maloy and Jim Pennington.

Leonor Castaneda was in attendance.

RECOGNITION OF VISITORS: Alex Gutierrez was a visitor.

The minutes of May 20, 2020 were approved as presented.

The April and May 2020 financials were approved with recommendation that our CPA review the 15 hours of double time that was entered in error. (3-0)

MANAGER'S REPORT:

There will some training in the Brown Act by lawyer Bob Hunt through the California Public Cemetery Association in the future that may be a benefit for trustees and new employees to the district.

With nothing further on the agenda Audit Committee member Presant adjourned the meeting at 9:45 a.m.

Respectfully Submitted

Audit Committee Member

Tulare Public Cemetery District
Balance Sheet
As of June 30, 2020

	Jun 30, 20
ASSETS	
Current Assets	
Checking/Savings	
10100 · Petty Cash	378.18
10150 · Bank of The Sierra - CHK ACCT	44,832.68
10500 · Cash in Treasury (772)	281,393.76
10600 · Endowment - Reserved (773)	
1620 · Endowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,210,737.59
Total 10600 · Endowment - Reserved (773)	1,526,755.51
10700 · Cash in Expansion Account (807)	72,683.30
10900 · Endowment - Unreserved (817)	344,792.60
Total Checking/Savings	2,270,836.03
Other Current Assets	
10 · Customer Balance Due	263.17
12001 · Undeposited Funds	12,733.00
Total Other Current Assets	12,996.17
Total Current Assets	2,283,832.20
TOTAL ASSETS	2,283,832.20
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	9,621.87
Total Accounts Payable	9,621.87
Other Current Liabilities	
24000 · Payroll Liabilities	-1,249.78
24010 · Pension Payable	2,267.22
25500 · Sales Tax Payable	1,875.80
Total Other Current Liabilities	2,893.24
Total Current Liabilities	12,515.11
Total Liabilities	12,515.11
Equity	
30000 · Opening Balance Equity	2,282,733.86
31100 · Retain Earnings	-175,912.49
Net Income	164,495.72
Total Equity	2,271,317.09
TOTAL LIABILITIES & EQUITY	2,283,832.20

8:13 PM

09/21/20

Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
 June 2020

	<u>Jun 20</u>	<u>Budget</u>	<u>Jul '19 - Jun...</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Ordinary Income/Expense					
Income					
4000 · County Taxes	5,624	14,647	183,568	175,760	175,760
4801 · Interest Income - 772	2,313	250	5,621	3,000	3,000
5400 · Charges for Current Services	44,924	50,833	703,460	610,000	610,000
5805 · Misc. Revenue	439	1,667	7,141	20,000	20,000
5834 · Restitution	100	0	600	0	0
5835 · Other Revenue	13	270	10,950	3,240	3,240
Total Income	53,413	67,667	911,340	812,000	812,000
Expense					
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	24,635	20,708	258,533	248,500	248,500
6002 · Overtime	635	417	9,730	5,000	5,000
6004 · Benefits	5,671	3,167	72,233	38,000	38,000
6005 · Extra Help	3,057	4,583	71,509	55,000	55,000
6008 · Directors Fees	675	250	2,325	3,000	3,000
6011 · Retirement-SD Portion	3,024	2,000	33,568	24,000	24,000
6012 · Social Security and Medicare	1,933	1,500	20,522	18,000	18,000
6015 · Workers Compensation Ins	0	1,500	22,323	18,000	18,000
6016 · Unemployment Ins.	0	417	1,624	5,000	5,000
6000 · Payroll and Employee Benefits - Other	-12	0	-12	0	0
Total 6000 · Payroll and Employee Benefits	39,619	34,542	492,355	414,500	414,500
7003 · Penalties	0	500	1,317	6,000	6,000
7004 · Clothing and Personal Supplies	637	333	4,007	4,000	4,000
7005 · Telecommunications	492	500	7,171	6,000	6,000
7006 · Vaults and Crypts	4,650	5,417	71,660	65,000	65,000
7009 · Household Supplies	130	125	1,491	1,500	1,500
7010 · Insurance	5,678	1,750	17,029	21,000	21,000
7025 · Mileage Reimbursement Expense	0		67		
7030 · Maintenance and Repairs	7,958	8,917	110,413	107,000	107,000
7036 · Office Supplies and Expense	1,340	2,042	13,712	24,500	24,500
7039 · Miscellaneous	0	208	681	2,500	2,500

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09/21/20

Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
June 2020

	Jun 20	Budget	Jul '19 - Jun...	YTD Budget	Annual Bud...
7043 · Professional Fees	1,242	1,708	40,542	20,500	20,500
7045 · Security	0	333	2,170	4,000	4,000
7059 · Publications and Legal Notices	728	250	6,877	3,000	3,000
7073 · Training / Education	0	667	6,769	8,000	8,000
7081 · Utilities	4,096	3,750	41,742	45,000	45,000
7425 · Taxes	0	125	1,299	1,500	1,500
8001 · Graves Repurchase	0	833	4,865	10,000	10,000
8100 · Building and Improvements	0	1,500	0	18,000	18,000
8300 · Equipment	0	4,167	52,190	50,000	50,000
Total Expense	66,571	67,667	876,358	812,000	812,000
Net Ordinary Income	-13,158	0	34,982	0	0
Other Income/Expense					
Other Income					
9100 · Endowment					
9101 · Endowment Revenue	2,412	5,000	60,547	60,000	60,000
9102 · Interest Income - EC	10,859	2,500	39,810	30,000	30,000
9100 · Endowment - Other	0	0	0	0	0
Total 9100 · Endowment	13,271	7,500	100,357	90,000	90,000
9200 · Fund for Future Expansion - 807					
9201 · Rent and Concessions - 807	13,000	0	21,400	8,400	8,400
9203 · Interest Income - 807	503	42	1,582	500	500
9204 · Future Expansion Current Servic	0	0	0	0	0
9200 · Fund for Future Expansion - 807 - Other	0	1,250	0	15,000	15,000
Total 9200 · Fund for Future Expansion - 807	13,503	1,292	22,982	23,900	23,900
9300 · Unreserved Funds - 817					
9301 · Interest Income - 817	2,461	542	6,176	6,500	6,500
9300 · Unreserved Funds - 817 - Other	0	0	0	0	0
Total 9300 · Unreserved Funds - 817	2,461	542	6,176	6,500	6,500
Total Other Income	29,236	9,333	129,514	120,400	120,400

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09/21/20

Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
 June 2020

	<u>Jun 20</u>	<u>Budget</u>	<u>Jul '19 - Jun...</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Other Expense					
7432 - Appropriation for Contingencies	0	0	0	0	0
Total Other Expense	0	0	0	0	0
Net Other Income	29,236	9,333	129,514	120,400	120,400
Net Income	<u>16,078</u>	<u>9,333</u>	<u>164,496</u>	<u>120,400</u>	<u>120,400</u>

9:48 AM
08/18/20

Tulare Public Cemetery District
Reconciliation Summary
10150 · Bank of The Sierra - CHK ACCT, Period Ending 06/30/2020

	<u>Jun 30, 20</u>
Beginning Balance	48,159.55
Cleared Transactions	
Checks and Payments - 53 items	-45,917.58
Deposits and Credits - 4 items	65,000.00
	<u>19,082.42</u>
Total Cleared Transactions	
Cleared Balance	<u><u>67,241.97</u></u>
Uncleared Transactions	
Checks and Payments - 27 items	-22,409.29
	<u>-22,409.29</u>
Total Uncleared Transactions	
Register Balance as of 06/30/2020	<u><u>44,832.68</u></u>
Ending Balance	44,832.68

11:19 AM

08/24/20

Accrual Basis

Tulare Public Cemetery District Check List Without Payroll

June 2020

Date	Num	Name	Memo	Amount	Balance
10150 - Bank of The Sierra - CHK ACCT					
06/12/2020	AUT...	AT & T Phone's		-70.00	-70.00
06/15/2020	AUT...	Southern California ...		-682.45	-752.45
06/16/2020	AUT...	AT & T Mobility		-89.62	-842.07
06/19/2020	AUT...	City of Tulare		-1,317.61	-2,159.68
06/26/2020	AUT...	AT & T Phone's		-166.48	-2,326.16
06/26/2020	AUT...	AT & T Phone's		-181.99	-2,508.15
06/29/2020	AUT...	Intuit	JUNE 2020 PAYR...	-14.00	-2,522.15
06/02/2020	2003	CA Turf Equipment ...		-164.18	-2,686.33
06/02/2020	2004	Carrot- Top		-490.86	-3,177.19
06/02/2020	2005	Ewing Irrigation & L...		-951.80	-4,128.99
06/02/2020	2006	Linder Equip CO.		-2,771.96	-6,900.95
06/02/2020	2007	Lowe's		-143.67	-7,044.62
06/02/2020	2008	M. Green and Comp...		-200.00	-7,244.62
06/02/2020	2009	Morris Levin & Son		-1,071.64	-8,316.26
06/02/2020	2010	Seacoast Business ...		-2,959.14	-11,275.40
06/02/2020	2011	Res Com		-45.00	-11,320.40
06/02/2020	2012	Soap Man		-48.71	-11,369.11
06/02/2020	2013	Tulare County Coun...		-757.31	-12,126.42
06/02/2020	2014	Wizix		-116.78	-12,243.20
06/11/2020	2018	Alberto Aguilar	special Meeting	-25.00	-12,268.20
06/11/2020	2019	Another Potter Porta...		-124.58	-12,392.78
06/11/2020	2020	Ewing Irrigation & L...		-61.86	-12,454.64
06/11/2020	2021	Gary V. Burrows Inc.		-336.81	-12,791.45
06/11/2020	2022	Home Depot Cedit ...		-511.06	-13,302.51
06/11/2020	2023	Lawrence Tractor C...		-73.26	-13,375.77
06/11/2020	2024	Seacoast Business ...		-590.72	-13,966.49
06/11/2020	2025	Office Depot		-472.00	-14,438.49
06/11/2020	2026	Reed Shaffer		-767.46	-15,205.95
06/11/2020	2027	Res Com		-45.00	-15,250.95
06/11/2020	2028	Tulare First Baptist ...	Special Meeting	-25.00	-15,275.95
06/11/2020	2029	Valley Expetec		-206.25	-15,482.20
06/11/2020	2030	Valley Industrial Me...		-90.00	-15,572.20
06/11/2020	2031	Vicki Gilson	Special Meeting	-25.00	-15,597.20
06/22/2020	2032	Alberto Aguilar		-100.00	-15,697.20
06/22/2020	2033	Battery Pro		-88.00	-15,785.20
06/22/2020	2034	CA Turf Equipment ...		-432.55	-16,217.75
06/22/2020	2035	California Industrial ...		-56.51	-16,274.26
06/22/2020	2036	Lawrence Tractor C...	VOID:	0.00	-16,274.26
06/22/2020	2037	Morris Levin & Son		-22.40	-16,296.66
06/22/2020	2038	Polyguard & CO		-4,650.00	-20,946.66
06/22/2020	2039	RIGO'S SIGNS		-637.25	-21,583.91
06/22/2020	2040	Soap Man		-129.90	-21,713.81
06/22/2020	2041	Tulare County Coun...		-1,109.91	-22,823.72
06/22/2020	2042	Tulare First Baptist ...	Board Meeting	-100.00	-22,923.72
06/22/2020	2043	US Bank Equipment...		-89.23	-23,012.95
06/22/2020	2044	USA Printing And G...		-241.94	-23,254.89
06/22/2020	2045	Valley Expetec		-123.75	-23,378.64
06/22/2020	2046	Vicki Gilson		-100.00	-23,478.64
06/22/2020	2047	Visalia Times Delta		-104.15	-23,582.79
06/22/2020	2049	Lawrence Tractor C...		-1,720.78	-25,303.57
06/30/2020	2071	Alberto Aguilar	Board Meeting	-100.00	-25,403.57
06/30/2020	2072	Ewing Irrigation & L...		-758.99	-26,162.56
06/30/2020	2073	Gary V. Burrows Inc.		-324.16	-26,486.72
06/30/2020	2074	Illinois MidWest Ins...		-2,028.00	-28,514.72

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08/24/20

Accrual Basis

Tulare Public Cemetery District Check List Without Payroll

June 2020

Date	Num	Name	Memo	Amount	Balance
06/30/2020	2075	Lowe's		-506.34	-29,021.06
06/30/2020	2076	Morris Levin & Son		-3,224.41	-32,245.47
06/30/2020	2078	Res Com		-45.00	-32,290.47
06/30/2020	2079	SoCalGas		-22.67	-32,313.14
06/30/2020	2081	Tulare First Baptist ...	Board Meeting	-100.00	-32,413.14
06/30/2020	2082	Wizix		-229.60	-32,642.74
06/30/2020	2084	Vicki Gilson	Board Meeting	-100.00	-32,742.74
06/30/2020	2088	Seacoast Business ...		-738.40	-33,481.14
Total 10150 · Bank of The Sierra - CHK ACCT				-33,481.14	-33,481.14
TOTAL				-33,481.14	-33,481.14

Tulare Public Cemetery District
Payroll Summary
 June 2020

	<u>Hours</u>	<u>Rate</u>	<u>Jun 20</u>
Employee Wages, Taxes and Adjustments			
Gross Pay			
Bereavement Time		17	0
Double-time hourly		36	0
Holiday Pay		19	0
Hourly	1,153	18	23,044
Hourly Sick	26	18	582
Hourly Vacation	50	18	1,010
Overtime (x1.5) hourly	20	27	635
Total Gross Pay	1,248		25,271
Adjusted Gross Pay	1,248		25,271
Taxes Withheld			-4,153
Deductions from Net Pay			-1,366
Net Pay	1,248		19,752
Employer Taxes and Contributions			
Federal Unemployment			0
Medicare Company			366
Social Security Company			1,567
CA - Unemployment			0
CA - Employment Training Tax			0
Total Employer Taxes and Contributions			1,933

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08/22/20

Tulare Public Cemetery District

Reconciliation Summary

10500 - Cash in Treasury (772), Period Ending 06/30/2020

	<u>Jun 30, 20</u>
Beginning Balance	268,873.57
Cleared Transactions	
Checks and Payments - 2 items	-65,000.00
Deposits and Credits - 14 items	77,520.19
	<u>12,520.19</u>
Total Cleared Transactions	
Cleared Balance	<u><u>281,393.76</u></u>
Register Balance as of 06/30/2020	281,393.76
Ending Balance	281,393.76

10:29 AM

08/21/20

Tulare Public Cemetery District

Reconciliation Summary

10600 - Endowment - Reserved (773), Period Ending 06/30/2020

	<u>Jun 30, 20</u>
Beginning Balance	1,512,559.17
Cleared Transactions	
Deposits and Credits - 5 items	<u>14,196.34</u>
Total Cleared Transactions	<u>14,196.34</u>
Cleared Balance	<u><u>1,526,755.51</u></u>
Register Balance as of 06/30/2020	1,526,755.51
Ending Balance	1,526,755.51

10:30 AM

08/21/20

Tulare Public Cemetery District

Reconciliation Summary

10700 - Cash in Expansion Account (807), Period Ending 06/30/2020

	<u>Jun 30, 20</u>
Beginning Balance	71,200.97
Cleared Transactions	
Deposits and Credits - 2 items	<u>1,482.33</u>
Total Cleared Transactions	<u>1,482.33</u>
Cleared Balance	<u>72,683.30</u>
Register Balance as of 06/30/2020	72,683.30
Ending Balance	72,683.30

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08/21/20

Tulare Public Cemetery District

Reconciliation Summary

10900 - Endowment - Unreserved (817), Period Ending 06/30/2020

	<u>Jun 30, 20</u>
Beginning Balance	342,331.18
Cleared Transactions	
Deposits and Credits - 1 item	<u>2,461.42</u>
Total Cleared Transactions	<u>2,461.42</u>
Cleared Balance	<u><u>344,792.60</u></u>
Register Balance as of 06/30/2020	344,792.60
Ending Balance	344,792.60

**TULARE PUBLIC CEMETERY DISTRICT
2018 - 2020 MONTHLY INTERMENT COMPARISON**

JUNE INTERMENTS 2018

BODY BURIALS	KERN		11
	NORTH		17
NICHES/HEX			4
CREMATION BURIALS	KERN		7
	NORTH		0
BABY BURIALS	KERN		0
	NORTH		0
TOTALS			39

JUNE INTERMENTS 2019

BODY BURIALS	KERN		6
	NORTH		5
NICHES/HEX			0
CREMATION BURIALS	KERN		2
	NORTH		2
BABY BURIALS	KERN		0
	NORTH		0
TOTALS			15

JUNE INTERMENTS 2020

BODY BURIALS	KERN		11
	NORTH		6
NICHES/HEX			1
CREMATION BURIALS	KERN		3
	NORTH		2
BABY BURIALS	KERN		0
	NORTH		1
TOTALS			24

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	22	5	27
FEB	18	7	25
MAR	27	8	35
APR	19	7	26
MAY	25	3	28
JUN	28	11	39
TOTAL	139	41	180

Percentage Total: **77%** **23%**

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	14	8	22
FEB	15	9	24
MAR	28	4	32
APR	16	10	26
MAY	12	9	21
JUN	11	4	15
TOTAL	96	44	140

Percentage Total: **69%** **31%**

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	33	6	39
FEB	20	6	26
MAR	25	8	33
APR	15	8	23
MAY	16	6	22
JUN	18	6	24
TOTAL	127	40	167

Percentage Total: **76%** **24%**

Tulare Public Cemetery District
Balance Sheet
As of July 31, 2020

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
00 · Clearing Acct.	31,772.50
10100 · Petty Cash	371.78
10150 · Bank of The Sierra - CHK ACCT	54,305.08
10500 · Cash in Treasury (772)	266,778.31
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,218,494.59
Total 10600 · Endowment - Reserved (773)	1,534,512.51
10700 · Cash in Expansion Account (807)	72,683.30
10900 · Endowment - Unreserved (817)	344,792.60
Total Checking/Savings	2,305,216.08
Other Current Assets	
10 · Customer Balance Due	263.17
12001 · Undeposited Funds	-1,898.00
Total Other Current Assets	-1,634.83
Total Current Assets	2,303,581.25
TOTAL ASSETS	2,303,581.25
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	14,042.72
Total Accounts Payable	14,042.72
Other Current Liabilities	
24000 · Payroll Liabilities	6,653.26
24010 · Pension Payable	3,219.06
24020 · Health Insurance Payable	1,253.78
25500 · Sales Tax Payable	2,913.35
Total Other Current Liabilities	14,039.45
Total Current Liabilities	28,082.17
Total Liabilities	28,082.17
Equity	
30000 · Opening Balance Equity	2,282,733.86
31100 · Retain Earnings	-11,416.77
Net Income	4,181.99
Total Equity	2,275,499.08
TOTAL LIABILITIES & EQUITY	2,303,581.25

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09/21/20
Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
July 2020

	<u>Jul 20</u>	<u>Budget</u>	<u>Jul 20</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Ordinary Income/Expense					
Income					
4000 · County Taxes	0	15,785	0	15,785	189,418
4801 · Interest Income - 772	0	250	0	250	3,000
5400 · Charges for Current Services	92,500	61,029	92,500	61,029	732,345
5805 · Misc. Revenue	172	167	172	167	2,000
5834 · Restitution	100	100	100	100	1,200
5835 · Other Revenue	0	667	0	667	8,000
Total Income	<u>92,772</u>	<u>77,997</u>	<u>92,772</u>	<u>77,997</u>	<u>935,963</u>
Expense					
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	53,237	27,500	53,237	27,500	330,000
6002 · Overtime	1,486	250	1,486	250	3,000
6004 · Benefits	11	6,250	11	6,250	75,000
6005 · Extra Help	2,921	2,243	2,921	2,243	26,912
6008 · Directors Fees	0	333	0	333	4,000
6011 · Retirement-SD Portion	3,962	3,125	3,962	3,125	37,500
6012 · Social Security and Medicare	4,720	2,654	4,720	2,654	31,845
6015 · Workers Compensation Ins	0	2,083	0	2,083	25,000
6016 · Unemployment Ins.	307	167	307	167	2,000
6000 · Payroll and Employee Benefits - Other	6,982	0	6,982	0	0
Total 6000 · Payroll and Employee Benefits	<u>73,625</u>	<u>44,605</u>	<u>73,625</u>	<u>44,605</u>	<u>535,257</u>
7003 · Penalties	0	42	0	42	500
7004 · Clothing and Personal Supplies	0	583	0	583	7,000
7005 · Telecommunications	424	500	424	500	6,000
7006 · Vaults and Crypts	4,650	6,250	4,650	6,250	75,000
7009 · Household Supplies	419	125	419	125	1,500
7010 · Insurance	0	1,667	0	1,667	20,000
7030 · Maintenance and Repairs	9,638	9,167	9,638	9,167	110,000
7036 · Office Supplies and Expense	757	2,083	757	2,083	25,000
7039 · Miscellaneous	439	58	439	58	700
7043 · Professional Fees	1,857	3,333	1,857	3,333	40,000

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Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
 July 2020

	<u>Jul 20</u>	<u>Budget</u>	<u>Jul 20</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
7045 · Security	0	208	0	208	2,500
7059 · Publications and Legal Notices	410	250	410	250	3,000
7073 · Training / Education	0	833	0	833	10,000
7081 · Utilities	6,848	3,333	6,848	3,333	40,000
7425 · Taxes	1,075	108	1,075	108	1,300
8001 · Graves Repurchase	0	417	0	417	5,000
8100 · Building and Improvements	0	20,833	0	20,833	250,000
8300 · Equipment	0	6,250	0	6,250	75,000
Total Expense	<u>100,141</u>	<u>100,646</u>	<u>100,141</u>	<u>100,646</u>	<u>1,207,757</u>
Net Ordinary Income	-7,369	-22,649	-7,369	-22,649	-271,794
Other Income/Expense					
Other Income					
9100 · Endowment					
9101 · Endowment Revenue	10,572	5,000	10,572	5,000	60,000
9102 · Interest Income - EC	0	2,500	0	2,500	30,000
9100 · Endowment - Other	0	0	0	0	0
Total 9100 · Endowment	<u>10,572</u>	<u>7,500</u>	<u>10,572</u>	<u>7,500</u>	<u>90,000</u>
9200 · Fund for Future Expansion - 807					
9201 · Rent and Concessions - 807	0	750	0	750	9,000
9203 · Interest Income - 807	0	117	0	117	1,400
9204 · Future Expansion Current Servic	979	1,250	979	1,250	15,000
9200 · Fund for Future Expansion - 807 - Other	0	0	0	0	0
Total 9200 · Fund for Future Expansion - 807	<u>979</u>	<u>2,117</u>	<u>979</u>	<u>2,117</u>	<u>25,400</u>
9300 · Unreserved Funds - 817					
9301 · Interest Income - 817	0	417	0	417	5,000
9300 · Unreserved Funds - 817 - Other	0	0	0	0	0
Total 9300 · Unreserved Funds - 817	<u>0</u>	<u>417</u>	<u>0</u>	<u>417</u>	<u>5,000</u>
Total Other Income	<u>11,551</u>	<u>10,033</u>	<u>11,551</u>	<u>10,033</u>	<u>120,400</u>
Other Expense					

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09/21/20
Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
July 2020

	<u>Jul 20</u>	<u>Budget</u>	<u>Jul 20</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
7432 · Appropriation for Contingencies	0	10,833	0	10,833	130,000
Total Other Expense	0	10,833	0	10,833	130,000
Net Other Income	11,551	-800	11,551	-800	-9,600
Net Income	<u>4,182</u>	<u>-23,449</u>	<u>4,182</u>	<u>-23,449</u>	<u>-281,394</u>

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08/18/20

Tulare Public Cemetery District
Reconciliation Summary
10150 - Bank of The Sierra - CHK ACCT, Period Ending 07/31/2020

	Jul 31, 20
Beginning Balance	
Cleared Transactions	67,241.97
Checks and Payments - 71 items	-81,109.68
Deposits and Credits - 3 items	95,000.00
Total Cleared Transactions	13,890.32
Cleared Balance	81,132.29
Uncleared Transactions	
Checks and Payments - 26 items	-26,827.21
Total Uncleared Transactions	-26,827.21
Register Balance as of 07/31/2020	54,305.08
Ending Balance	54,305.08

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09/20/20
Accrual Basis

Tulare Public Cemetery District
Check List Without Payroll
July 2020

Date	Num	Name	Amount	Balance
10150 - Bank of The Sierra - CHK ACCT				
07/14/2020	AUT...	AT & T Phone's	-70.00	-70.00
07/15/2020	AUT...	AT & T Mobility	-73.15	-143.15
07/15/2020	AUT...	Southern California ...	-1,512.54	-1,655.69
07/20/2020	AUT...	City of Tulare	-3,391.28	-5,046.97
07/27/2020	AUT...	AT & T Phone's	-170.76	-5,217.73
07/28/2020	AUT...	AT & T Phone's	-182.78	-5,400.51
07/28/2020	AUT...	Intuit	-14.00	-5,414.51
07/08/2020	AUT...	CALPERS	-1,505.78	-6,920.29
07/08/2020	AUT...	CALPERS	-1,518.17	-8,438.46
07/17/2020	2087	State Board of Equa...	-1,075.00	-9,513.46
07/17/2020	2089	California Industrial ...	-102.71	-9,616.17
07/17/2020	2090	CALPERS	-24.89	-9,641.06
07/17/2020	2091	Chris Harrison	-255.00	-9,896.06
07/17/2020	2092	Ewing Irrigation & L...	-676.43	-10,572.49
07/17/2020	2093	Gary V. Burrows Inc.	-376.51	-10,949.00
07/17/2020	2094	Home Depot Cedit ...	-70.26	-11,019.26
07/17/2020	2095	Insurica	-3,650.00	-14,669.26
07/17/2020	2096	Office Depot	-691.04	-15,360.30
07/17/2020	2097	Res Com	-45.00	-15,405.30
07/17/2020	2098	Seacoast Business ...	-738.40	-16,143.70
07/17/2020	2099	Soap Man	-94.18	-16,237.88
07/17/2020	2100	US Bank Equipment...	-89.23	-16,327.11
07/17/2020	2101	Waste Management...	-746.84	-17,073.95
07/17/2020	2102	Wizix	-12.00	-17,085.95
07/21/2020	2103	Baker Supplies and ...	-677.52	-17,763.47
07/21/2020	2104	Central California Im...	-77.29	-17,840.76
07/21/2020	2105	Ewing Irrigation & L...	-16.10	-17,856.86
07/21/2020	2106	M. Green and Comp...	-118.00	-17,974.86
07/21/2020	2107	Polyguard & CO	-4,650.00	-22,624.86
07/21/2020	2108	SoCalGas	-21.60	-22,646.46
07/21/2020	2109	USA Printing And G...	-486.08	-23,132.54
07/21/2020	2110	James G Parker Ins...	-331.50	-23,464.04
07/21/2020	2111	Another Potter Porta...	-381.01	-23,845.05
07/31/2020	2121	Armando's Locksmit...	-1,443.00	-25,288.05
07/31/2020	2122	Ewing Irrigation & L...	-20.69	-25,308.74
07/31/2020	2123	Gary V. Burrows Inc.	-243.93	-25,552.67
07/31/2020	2124	InfoUSA Marketing, ...	-339.35	-25,892.02
07/31/2020	2125	Lowe's	-155.50	-26,047.52
07/31/2020	2126	Morris Levin & Son	-1,560.66	-27,608.18
07/31/2020	2127	Seacoast Business ...	-728.25	-28,336.43
07/31/2020	2128	Soap Man	-324.75	-28,661.18
07/31/2020	2129	USA Printing And G...	-70.53	-28,731.71
07/31/2020	2130	Wizix	-162.05	-28,893.76
Total 10150 - Bank of The Sierra - CHK ACCT			-28,893.76	-28,893.76
TOTAL			-28,893.76	-28,893.76

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09/20/20

Tulare Public Cemetery District

Payroll Summary

July 2020

	Hours	Rate	Jul 20
Employee Wages, Taxes and Adjustments			
Gross Pay			
COVID-19 Sick			
Double-time hourly	32	16	520
Holiday Pay		31	0
Hourly	112	20	2,302
Hourly Sick	2,441	20	47,114
Hourly Vacation	102	20	2,114
Overtime (x1.5) hourly	90	19	1,707
COVID 80	46	29	1,486
Total Gross Pay			6,462
	2,823		61,705
Deductions from Gross Pay			-952
Adjusted Gross Pay			60,753
	2,823		-9,838
Taxes Withheld			-2,732
Deductions from Net Pay			48,183
Net Pay	2,823		
Employer Taxes and Contributions			
Medicare Company			895
Social Security Company			3,826
CA - Unemployment			307
CA - Employment Training Tax			11
Total Employer Taxes and Contributions			5,038

10:03 AM

09/21/20

Tulare Public Cemetery District

Reconciliation Summary

10500 · Cash in Treasury (772), Period Ending 07/31/2020

	Jul 31, 20
Beginning Balance	281,393.76
Cleared Transactions	
Checks and Payments - 4 items	-96,575.00
Deposits and Credits - 3 items	81,959.55
Total Cleared Transactions	-14,615.45
Cleared Balance	266,778.31
Register Balance as of 07/31/2020	266,778.31
Ending Balance	266,778.31

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09/21/20

**Tulare Public Cemetery District
Reconciliation Summary**

10600 · Endowment - Reserved (773), Period Ending 07/31/2020

	<u>Jul 31, 20</u>
Beginning Balance	1,526,755.51
Cleared Transactions	
Checks and Payments - 1 item	-393.00
Deposits and Credits - 3 items	8,150.00
Total Cleared Transactions	<u>7,757.00</u>
Cleared Balance	<u><u>1,534,512.51</u></u>
Register Balance as of 07/31/2020	1,534,512.51
Ending Balance	1,534,512.51

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09/20/20

Tulare Public Cemetery District

Reconciliation Summary

10700 - Cash in Expansion Account (807), Period Ending 07/31/2020

	<u>Jul 31, 20</u>
Beginning Balance	
Cleared Balance	72,683.30
	72,683.30
Register Balance as of 07/31/2020	72,683.30
Ending Balance	72,683.30

2:00 PM

09/20/20

Tulare Public Cemetery District

Reconciliation Summary

10900 - Endowment - Unreserved (817), Period Ending 07/31/2020

	<u>Jul 31, 20</u>
Beginning Balance	
Cleared Balance	344,792.60
	344,792.60
Register Balance as of 07/31/2020	344,792.60
Ending Balance	344,792.60

**TULARE PUBLIC CEMETERY DISTRICT
2018 - 2020 MONTHLY INTERMENT COMPARISON**

JULY INTERMENTS 2018

BODY BURIALS	KERN		10
	NORTH		8
NICHES/HEX			4
CREMATION BURIALS	KERN		3
	NORTH		0
BABY BURIALS	KERN		0
	NORTH		0
TOTALS			25

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	22	5	27
FEB	18	7	25
MAR	27	8	35
APR	19	7	26
MAY	25	3	28
JUN	28	11	39
JUL	18	7	25

TOTAL **157** **48** **205**
Percentage Total: **77%** **23%**

JULY INTERMENTS 2019

BODY BURIALS	KERN		6
	NORTH		12
NICHES/HEX			1
CREMATION BURIALS	KERN		6
	NORTH		0
BABY BURIALS	KERN		0
	NORTH		0
TOTALS			25

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	14	8	22
FEB	15	9	24
MAR	28	4	32
APR	16	10	26
MAY	12	9	21
JUN	11	4	15
JUL	18	7	25

TOTAL **114** **51** **165**
Percentage Total: **69%** **31%**

JULY INTERMENTS 2020

BODY BURIALS	KERN		6
	NORTH		18
NICHES/HEX			1
CREMATION BURIALS	KERN		3
	NORTH		5
BABY BURIALS	KERN		0
	NORTH		1
TOTALS			34

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	33	6	39
FEB	20	6	26
MAR	25	8	33
APR	15	8	23
MAY	16	6	22
JUN	18	6	24
JUL	25	9	34

TOTAL **152** **49** **201**
Percentage Total: **76%** **24%**

Tulare Public Cemetery District
Balance Sheet
As of August 31, 2020

	Aug 31, 20
ASSETS	
Current Assets	
Checking/Savings	
10100 · Petty Cash	466.78
10150 · Bank of The Sierra - CHK ACCT	5,722.97
10500 · Cash in Treasury (772)	328,292.99
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,225,976.59
Total 10600 · Endowment - Reserved (773)	1,541,994.51
10700 · Cash in Expansion Account (807)	75,292.30
10900 · Endowment - Unreserved (817)	344,792.60
Total Checking/Savings	2,296,562.15
Other Current Assets	
10 · Customer Balance Due	263.17
12001 · Undeposited Funds	20,400.15
Total Other Current Assets	20,663.32
Total Current Assets	2,317,225.47
TOTAL ASSETS	2,317,225.47
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	26,252.09
Total Accounts Payable	26,252.09
Other Current Liabilities	
24000 · Payroll Liabilities	-845.59
24010 · Pension Payable	3,219.06
25500 · Sales Tax Payable	3,957.68
Total Other Current Liabilities	6,331.15
Total Current Liabilities	32,583.24
Total Liabilities	32,583.24
Equity	
30000 · Opening Balance Equity	2,282,733.86
31100 · Retain Earnings	-11,416.77
Net Income	13,325.14
Total Equity	2,284,642.23
TOTAL LIABILITIES & EQUITY	2,317,225.47

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09/21/20

Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
 August 2020

	<u>Aug 20</u>	<u>Budget</u>	<u>Jul - Aug 20</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Ordinary Income/Expense					
Income					
4000 · County Taxes	0	15,785	0	31,570	189,418
4801 · Interest Income - 772	0	250	0	500	3,000
5400 · Charges for Current Services	73,973	61,029	166,473	122,058	732,345
5805 · Misc. Revenue	3,185	167	3,357	333	2,000
5834 · Restitution	100	100	200	200	1,200
5835 · Other Revenue	0	667	0	1,333	8,000
Total Income	77,258	77,997	170,030	155,994	935,963
Expense					
101 · Returned Checks	0		0		
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	0	27,500	53,237	55,000	330,000
6002 · Overtime	0	250	1,486	500	3,000
6004 · Benefits	5,826	6,250	5,837	12,500	75,000
6005 · Extra Help	3,794	2,243	6,715	4,485	26,912
6008 · Directors Fees	300	333	300	667	4,000
6011 · Retirement-SD Portion	1,726	3,125	5,688	6,250	37,500
6012 · Social Security and Medicare	0	2,654	4,720	5,308	31,845
6015 · Workers Compensation Ins	0	2,083	0	4,167	25,000
6016 · Unemployment Ins.	0	167	307	333	2,000
6000 · Payroll and Employee Benefits - Other	0	0	6,982	0	0
Total 6000 · Payroll and Employee Benefits	11,647	44,605	85,272	89,210	535,257
7003 · Penalties	0	42	0	83	500
7004 · Clothing and Personal Supplies	195	583	195	1,167	7,000
7005 · Telecommunications	424	500	848	1,000	6,000
7006 · Vaults and Crypts	8,666	6,250	13,316	12,500	75,000
7009 · Household Supplies	174	125	593	250	1,500
7010 · Insurance	916	1,667	916	3,333	20,000
7030 · Maintenance and Repairs	37,491	9,167	47,130	18,333	110,000
7036 · Office Supplies and Expense	700	2,083	1,457	4,167	25,000
7039 · Miscellaneous	793	58	1,232	117	700

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09/21/20

Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
 August 2020

	Aug 20	Budget	Jul - Aug 20	YTD Budget	Annual Bud...
7043 · Professional Fees	3,786	3,333	5,643	6,667	40,000
7045 · Security	0	208	0	417	2,500
7059 · Publications and Legal Notices	0	250	410	500	3,000
7073 · Training / Education	0	833	0	1,667	10,000
7081 · Utilities	7,778	3,333	14,626	6,667	40,000
7425 · Taxes	0	108	1,075	217	1,300
8001 · Graves Repurchase	2,500	417	2,500	833	5,000
8100 · Building and Improvements	0	20,833	0	41,667	250,000
8300 · Equipment	0	6,250	0	12,500	75,000
Total Expense	75,071	100,646	175,212	201,293	1,207,757
Net Ordinary Income	2,187	-22,649	-5,182	-45,299	-271,794
Other Income/Expense					
Other Income					
9100 · Endowment					
9101 · Endowment Revenue	5,326	5,000	15,898	10,000	60,000
9102 · Interest Income - EC	0	2,500	0	5,000	30,000
9100 · Endowment - Other	0	0	0	0	0
Total 9100 · Endowment	5,326	7,500	15,898	15,000	90,000
9200 · Fund for Future Expansion - 807					
9201 · Rent and Concessions - 807	0	750	0	1,500	9,000
9203 · Interest Income - 807	0	117	0	233	1,400
9204 · Future Expansion Current Servic	1,630	1,250	2,609	2,500	15,000
9200 · Fund for Future Expansion - 807 - Other	0	0	0	0	0
Total 9200 · Fund for Future Expansion - 807	1,630	2,117	2,609	4,233	25,400
9300 · Unreserved Funds - 817					
9301 · Interest Income - 817	0	417	0	833	5,000
9300 · Unreserved Funds - 817 - Other	0	0	0	0	0
Total 9300 · Unreserved Funds - 817	0	417	0	833	5,000
Total Other Income	6,956	10,033	18,507	20,067	120,400

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09/21/20
Accrual Basis

Tulare Public Cemetery District
Profit & Loss Budget Performance
August 2020

	<u>Aug 20</u>	<u>Budget</u>	<u>Jul - Aug 20</u>	<u>YTD Budget</u>	<u>Annual Bud...</u>
Other Expense					
7432 · Appropriation for Contingencies	0	10,833	0	21,667	130,000
Total Other Expense	0	10,833	0	21,667	130,000
Net Other Income	6,956	-800	18,507	-1,600	-9,600
Net Income	<u>9,143</u>	<u>-23,449</u>	<u>13,325</u>	<u>-46,899</u>	<u>-281,394</u>

12:27 PM

09/17/20

Tulare Public Cemetery District

Reconciliation Summary

10150 - Bank of The Sierra - CHK ACCT, Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	81,132.29
Cleared Transactions	
Checks and Payments - 64 items	-83,746.03
Deposits and Credits - 3 items	26,956.00
Total Cleared Transactions	<u>-56,790.03</u>
Cleared Balance	<u>24,342.26</u>
Uncleared Transactions	
Checks and Payments - 18 items	-16,651.29
Total Uncleared Transactions	<u>-16,651.29</u>
Register Balance as of 08/31/2020	<u>7,690.97</u>
Ending Balance	7,690.97

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09/20/20
Accrual Basis

Tulare Public Cemetery District
Check List Without Payroll
August 2020

Date	Num	Name	Amount	Balance
10150 - Bank of The Sierra - CHK ACCT				
08/18/2020			-1,956.00	-1,956.00
08/28/2020		AT & T Mobility	0.00	-1,956.00
08/18/2020		Ron Rushing	-1,968.00	-3,924.00
08/17/2020	AUT...	Southern California ...	-1,142.11	-5,066.11
08/19/2020	AUT...	CALPERS	-28.00	-5,094.11
08/19/2020	AUT...	CALPERS	-1,701.41	-6,795.52
08/19/2020	AUT...	City of Tulare	-4,566.68	-11,362.20
08/26/2020	AUT...	AT & T Phone's	-170.76	-11,532.96
08/26/2020	AUT...	AT & T Phone's	-183.35	-11,716.31
08/28/2020	AUT...	Intuit	-18.00	-11,734.31
08/12/2020	AUT...	AT & T Phone's	-70.00	-11,804.31
08/12/2020	AUT...	CALPERS	-1,546.17	-13,350.48
08/12/2020	AUT...	CALPERS	-1,934.31	-15,284.79
08/13/2020	2134	AirCall Communicati...	-453.21	-15,738.00
08/13/2020	2135	Alta Pump Co. Inc.	-17,016.74	-32,754.74
08/13/2020	2136	Baker Supplies and ...	-175.14	-32,929.88
08/13/2020	2137	CA Turf Equipment ...	-1,067.94	-33,997.82
08/13/2020	2138	CALPERS	-453.42	-34,451.24
08/13/2020	2139	CARQUEST AUTO ...	-32.73	-34,483.97
08/13/2020	2140	Ewing Irrigation & L...	-627.60	-35,111.57
08/13/2020	2141	Illinois MidWest Ins...	-916.00	-36,027.57
08/13/2020	2142	Lawrence Tractor C...	-257.84	-36,285.41
08/13/2020	2143	Office Depot	-423.25	-36,708.66
08/13/2020	2144	Patricia Phelps	-792.70	-37,501.36
08/13/2020	2145	Pontem Software	-1,312.50	-38,813.86
08/13/2020	2146	Reed Shaffer	-7,155.63	-45,969.49
08/13/2020	2147	Res Com	-90.00	-46,059.49
08/13/2020	2148	RIGO'S SIGNS	-194.85	-46,254.34
08/13/2020	2149	Soap Man	-174.29	-46,428.63
08/13/2020	2150	TF Tire & Service	-224.86	-46,653.49
08/13/2020	2151	Tulare County Coun...	-1,511.21	-48,164.70
08/13/2020	2152	US Bank Equipment...	-89.23	-48,253.93
08/13/2020	2153	Van Cleve Concrete...	-655.00	-48,908.93
08/13/2020	2154	Waste Management...	-559.95	-49,468.88
08/13/2020	2155	Wilbur - Ellis Compa...	-1,888.94	-51,357.82
08/13/2020	2156	Zee Medical Service...	-30.15	-51,387.97
08/28/2020	2160	Alta Pump Co. Inc.	-777.30	-52,165.27
08/28/2020	2161	Asco Pacific	-1,485.29	-53,650.56
08/28/2020	2162	Barnes Memorials	-650.00	-54,300.56
08/28/2020	2163	Battery Pro	-317.43	-54,617.99
08/28/2020	2164	CA Turf Equipment ...	-125.43	-54,743.42
08/28/2020	2165	California Industrial ...	-15.41	-54,758.83
08/28/2020	2166	Central California Im...	-31.39	-54,790.22
08/28/2020	2167	Gary V. Burrows Inc.	-251.84	-55,042.06
08/28/2020	2168	Huong Salyer	-1,000.00	-56,042.06
08/28/2020	2169	Lawrence Tractor C...	-257.84	-56,299.90
08/28/2020	2170	Lowe's	-169.57	-56,469.47
08/28/2020	2171	Pat Luiz	-500.00	-56,969.47
08/28/2020	2172	Reed Shaffer	-1,928.02	-58,897.49
08/28/2020	2173	Seacoast Business ...	-1,439.88	-60,337.37
08/28/2020	2174	SoCalGas	-22.06	-60,359.43
08/28/2020	2175	Valley Industrial Me...	-100.00	-60,459.43
08/28/2020	2176	W.T.B. Inc.	-500.00	-60,959.43

2:17 PM
09/20/20
Accrual Basis

Tulare Public Cemetery District
Check List Without Payroll
August 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
Total 10150 · Bank of The Sierra - CHK ACCT			-60,959.43	-60,959.43
TOTAL			<u>-60,959.43</u>	<u>-60,959.43</u>

2:11 PM

09/20/20

Tulare Public Cemetery District
Payroll Summary
August 2020

	<u>Hours</u>	<u>Rate</u>	<u>Aug 20</u>
Employee Wages, Taxes and Adjustments			0
Employer Taxes and Contributions			0

12:57 PM

09/21/20

Tulare Public Cemetery District

Reconciliation Summary

10500 - Cash in Treasury (772), Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	266,778.31
Cleared Transactions	
Checks and Payments - 1 item	-25,000.00
Deposits and Credits - 5 items	86,514.68
	<u>61,514.68</u>
Total Cleared Transactions	
Cleared Balance	<u><u>328,292.99</u></u>
Register Balance as of 08/31/2020	328,292.99
Ending Balance	328,292.99

10:04 AM

09/21/20

Tulare Public Cemetery District

Reconciliation Summary

10600 · Endowment - Reserved (773), Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	1,534,512.51
Cleared Transactions	
Deposits and Credits - 4 items	<u>7,482.00</u>
Total Cleared Transactions	<u>7,482.00</u>
Cleared Balance	<u>1,541,994.51</u>
Register Balance as of 08/31/2020	1,541,994.51
Ending Balance	1,541,994.51

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09/20/20

Tulare Public Cemetery District

Reconciliation Summary

10700 - Cash in Expansion Account (807), Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	
Cleared Transactions	72,683.30
Deposits and Credits - 2 items	
	<u>2,609.00</u>
Total Cleared Transactions	<u>2,609.00</u>
Cleared Balance	
	<u>75,292.30</u>
Register Balance as of 08/31/2020	75,292.30
Ending Balance	75,292.30

2:38 PM
09/20/20

Tulare Public Cemetery District
Reconciliation Summary
10900 - Endowment - Unreserved (817), Period Ending 08/31/2020

	<u>Aug 31, 20</u>
Beginning Balance	
Cleared Balance	344,792.60
Register Balance as of 08/31/2020	344,792.60
Ending Balance	344,792.60

**TULARE PUBLIC CEMETERY DISTRICT
2018 - 2020 MONTHLY INTERMENT COMPARISON**

AUGUST INTERMENTS 2018

BODY BURIALS	KERN		5
	NORTH		10
NICHES/HEX			0
CREMATION BURIALS	KERN		7
	NORTH		1
BABY BURIALS	KERN		0
	NORTH		0
TOTALS			23

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	22	5	27
FEB	18	7	25
MAR	27	8	35
APR	19	7	26
MAY	25	3	28
JUN	28	11	39

	<u>BODY</u>	<u>CRMATION</u>	<u>TOTAL</u>
JUL	18	7	25
AUG	15	8	23

TOTAL 172 56 228

Percentage 75% 25%

AUGUST INTERMENTS 2019

BODY BURIALS	KERN		5
	NORTH		6
NICHES/HEX			0
CREMATION BURIALS	KERN		5
	NORTH		1
BABY BURIALS	KERN		0
	NORTH		1
TOTALS			18

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	14	8	22
FEB	15	9	24
MAR	28	4	32
APR	16	10	26
MAY	12	9	21
JUN	11	4	15

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JUL	18	7	25
AUG	12	6	18

TOTAL 126 57 183

Percentage 69% 31%

AUGUST INTERMENTS 2020

BODY BURIALS	KERN		10
	NORTH		14
NICHES/HEX			3
CREMATION BURIALS	KERN		9
	NORTH		0
BABY BURIALS	KERN		0
	NORTH		1
TOTALS			37

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	33	6	39
FEB	20	6	26
MAR	25	8	33
APR	15	8	23
MAY	16	6	22
JUN	18	6	24

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JUL	25	9	34
AUG	25	12	37

TOTAL 177 61 238

Percentage 74% 26%

Agreement No.: PA _____
Req. No: _____

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

This **AGREEMENT** (this "Agreement") is made and entered into this _____ day of _____, 2020 by and between TULARE PUBLIC CEMETERY DISTRICT, a California Special District ("TCD"), and **NAME OF CONTRACTOR/VENDOR**, [INSERT ENTITY TYPE, e.g. a California Corporation, a California Non-Profit Corporation, a Limited Liability Company, a sole proprietorship] ("CONTRACTOR"). TCD and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. WORK: CONTRACTOR agrees to furnish at its own cost and expense, all tools, equipment, apparatus, labor, materials (excepting TCD supplied materials), mechanical workmanship, transportation and services necessary to perform and complete, in a good and workmanlike manner, the following work:

CONTRACT DESCRIPTION

GENERAL: CONTRACT DESCRIPTION

LOCATION: PROJECT ADDRESS

PROJECT CITY PROJECT ZIP

2. RESPONSIBILITIES OF CONTRACTOR: It shall be the responsibility of CONTRACTOR to establish a knowledge of the general area, and the specific location of the various sites where the work is to be performed. This, so as to familiarize itself with the following as applicable: worksite, ingress and egress thereto, location of adjacent buildings, structures, utilities, trees, plantings, obstructions, soil composition and the extent of the job. It shall be the responsibility of CONTRACTOR to cope with all of the difficulties encountered concerning these eventualities, and all others that might affect CONTRACTOR's ability to perform the work agreed upon under this Agreement.

3. PROTECTION OF THE PROPERTY: CONTRACTOR shall take all needed precautions to protect the property, both real and personal, of TCD and private individuals and shall safeguard the passing public from harm, from any eventualities arising during the course of the work. CONTRACTOR shall make certain that these safeguards are used for the above both during and after the hours of work.

4. WORKMANSHIP: All work pursuant to this Agreement shall be performed in a neat and workmanlike manner using the best-recognized practices of the particular trade involved to properly complete the work required. The work shall proceed vigorously to completion once it is started.

5. SPECIFICATIONS: CONTRACTOR shall perform and complete the work described above in accordance with the specifications attached as **EXHIBIT A**.

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

6. COMPLIANCE WITH LAW: All work under this Agreement shall be done in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and using the best practices of the profession/trade(s), and shall be completed to the satisfaction of the Manager or his or her designee. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

7. COSTS: The price for all services rendered under this Agreement is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of CONTRACTOR's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, any other benefits, costs or charges required to be borne by CONTRACTOR.

8. TIME FOR COMPLETION AND DAMAGES:

- A. The work to be performed under this Agreement shall commence within ## days after the date first above written, and shall be diligently pursued by CONTRACTOR, and completed within ## days thereafter. Should CONTRACTOR be delayed in the erection or completion of the work by the neglect for default of TCD, or by fire, strikes, lockouts, embargoes, or earthquakes and that were not reasonably foreseeable at the time of execution of contract documents, then the time allowance herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no allowance of additional time shall be made unless a request is presented to TCD within 5 days of such obstruction or delay, including holidays, specifying the cause thereof.
- B. In addition, CONTRACTOR and TCD reserve the right to agree in writing upon an extension of time for completion for causes other than enumerated above.
- C. The granting of an extension of time by TCD for performance by CONTRACTOR shall not operate as a waiver or stop TCD from claiming damage due to any other delay, prior to or subsequent to such extension, which other delay was not approved by TCD as herein provided. TCD shall not be liable for any damages on account of any such delay.
- D. Should CONTRACTOR fail to complete this Agreement, and the work provided herein within the time fixed for such completion as determined by TCD, CONTRACTOR shall become liable to TCD for all loss and damage that the latter may suffer on account thereof, and IT IS HEREBY UNDERSTOOD AND AGREED that it is and will be extremely difficult or impractical to ascertain and determine the actual damage with TCD will sustain in the event of, and by reason of, such delay, and that the following sum is a reasonable estimate of such damages. It is therefore agreed that said CONTRACTOR will pay to TCD the sum of \$25.00 per day for each and every day beyond the time herein prescribed in finishing the said work as liquidated damages and not as a penalty, as herein provided, and in case the same is not paid, agrees that the said TCD may deduct the amount thereof from any monies due or that may become due said CONTRACTOR under this Agreement. This Section does not exclude the recovery of damages under other provisions of the documents and exhibits incorporated by reference into this Agreement.

Commented [AZ1]: This amount is changeable per the estimated cost of damage if the work is not done timely.

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

9. THE CONTRACT SUM:

- A.** In consideration of the covenants, agreements, and promises on the part of CONTRACTOR contained in this Agreement, and the strict and literal fulfillment of each and every such covenant, agreement, and promise and as compensation in full for the performance and diligent completion of the work specified above, TCD agrees to pay and cause to be paid to CONTRACTOR according to the following amount:

\$CONTRACT AMOUNT

It is mutually agreed that TCD shall pay no more than a maximum of \$CONTRACT AMOUNT for the performance of all work under this Agreement, which amount is sometimes called the "Contract Sum."

- B.** The Contract Sum to be paid to CONTRACTOR shall be paid in legally issued warrants drawn at the order of TCD on the appropriate fund or funds as required by law, subject to the delay attendant upon examination and approval of said orders by TCD officers in the manner required by law for the issuance of warrants. **Partial payments may be made as the work progresses. The aggregated totals of these partial payments are not to exceed ninety-five percent (95%) of the total accumulated work at the time of the partial payment.** Upon completion of the work and its acceptance by TCD, CONTRACTOR may be paid 95% of the Contract Sum. The final payment of the balance of the Contract Sum, if unencumbered, shall be due 35 days after the filing of the Notice of Completion. TCD warrants will be issued with lag time as per standard TCD invoice payment procedures.
- C.** In lieu of the 5% retainage, the CONTRACTOR may substitute securities as provided below.

10. SECURITY SUBSTITUTIONS FOR MONEYS WITHHELD TO INSURE CONTRACTOR'S PERFORMANCE: CONTRACTOR, at its request and expense, will be permitted to substitute equivalent securities for any monies withheld to insure performance of this Agreement, as follows, and in accordance with California Public Contract Code Section 22300. The term "satisfactory completion of the contract" in said Section 22300 shall mean the time when TCD has issued written final acceptance of the work and filed a Notice of Completion as required by law.

- A.** At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to CONTRACTOR. Upon satisfactory completion of this Agreement, the securities shall be returned to CONTRACTOR.
- B.** Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and the public agency.
- C.** CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- D.** Any escrow agreement entered into pursuant to these conditions shall contain as a minimum, the following provisions:
(1) The amount and type of securities to be deposited;

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- (2) The terms and conditions of conversion to cash in case of the default of CONTRACTOR;
- (3) The termination of the escrow upon completion of this Agreement; and
- (4) CONTRACTOR shall pay all costs and fees associated with the escrow or deposit.

11. WITHHOLDING: Payment of the Contract Sum shall be made in the manner and upon the conditions set forth in Section 3. hereinabove, subject to the following conditions, which are in addition to those contained elsewhere in the Agreement:

A. TCD may withhold payments to such extent as may be necessary to protect TCD from loss on account of:

- (1) Defective work or material not remedied or replaced.
- (2) The filing of claims or notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
- (3) Failure of CONTRACTOR to make payments properly to sub-contractors, or for materials or labor.
- (4) A reasonable doubt that this Agreement can be completed for the balance then unpaid.
- (5) Damage to another contractor.

B. When the grounds mentioned in paragraph (4) of subsection A for withholding are remedied, then TCD shall make payment for amounts withheld because of them.

12. THE INCORPORATED DOCUMENTS: The complete agreement between TCD and CONTRACTOR shall consist of the following Agreement Documents in existence: The Solicitation for Bids; the Bonds; the text of this Agreement; Plans and Specifications; the Plot Plan; and all addenda, bulletins and modifications incorporated in those documents before their execution. The work called for in one document and not expressly mentioned in the others is to be performed the same as if mentioned in all Agreement documents.

13. TEXT OF THIS AGREEMENT CONTROLLING: It is hereby mutually agreed and understood that in any particulars and provisions or parts thereof wherein any of the other Agreement Documents are contrary to the text of this Agreement, then the text of this Agreement shall control and supersede such provisions of any other Agreement Documents.

14. CHANGE ORDERS:

- A.** No change shall be made except on Change Order duly issued and unless in pursuance of a written order from TCD stating that extra work or change is authorized, and no claim of an addition to the Contract Sum shall be valid unless so ordered, approved and executed in the form of a supplemental written agreement or written Change Order.
- B.** TCD, at any time during the progress of the work, shall have the right to order alterations in, additions to, or deviations or omissions from, the work contemplated by this Agreement, and the same shall in no way make void this Agreement. If any such changes involve an increase or decrease in the Contract Sum,

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the Change Order shall state the amount to be added to or deducted from the Contract Sum, and shall also state the additional time, if any, needed for the performance of the work; provided that any addition shall be determined upon the basis of an estimate and acceptance of a lump sum; and provided further that, where additions to the Contract Sum cannot feasibly be determined upon such estimate and acceptance basis, such additions shall be upon the basis of actual cost of labor and material, plus not more than fifteen percent (15%) to cover CONTRACTOR's profit and overhead expenses for the extra work.

15. GUARANTEE: CONTRACTOR guarantees that all materials and workmanship shall conform to the Agreement and agrees to replace, at its sole cost and expense, and in conformity with the Agreement, any defective material and any and all work defectively or improperly performed or installed within a period of ## year(s) after final acceptance of the work. CONTRACTOR shall, in no case longer than 15 days after receipt of written notice thereof, commence to repair and/or replace any defect in materials or workmanship that may develop during said ## year(s) period, and any damage to adjacent materials resulting from the repairing or replacing of such defects, at its own expense and without cost to TCD. If CONTRACTOR fails to remedy any such defect within 15 days after receipt of such written notice (unless CONTRACTOR has commenced the repair and is diligently pursuing the repair to completion), then TCD may proceed to have such defects remedied at CONTRACTOR's expense and CONTRACTOR shall pay the costs and charges incurred thereby. Emergency repairs, including, but not limited to, power, water, sewer, fire and life safety, shall have a 48-hour response time. The cost and repair of any supplementary damage caused by construction defects will be the sole responsibility of CONTRACTOR. Neither acceptance nor payment nor any provision in these documents shall be deemed to be a waiver by TCD of its right to relieve CONTRACTOR of any responsibility under this Agreement.

16. PROSECUTION OF WORK:

- A. If CONTRACTOR neglects to prosecute the work efficiently, properly and diligently, or fails to perform any provisions of this Agreement, then TCD, after one day written notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR.
- B. TCD shall have the power and authority to order any mechanic or laborer from the worksite upon finding that such mechanic or laborer is not endeavoring in good faith to comply with the plans and specifications, or is so careless or incompetent as to jeopardize the proper prosecution of the work, and such mechanic or laborer shall not thereafter be re-employed on the work, except with the express permission of TCD.

17. TERMINATION BY TCD:

- A. **Without Cause:** TCD will have the right to terminate this Agreement without cause by giving 30 days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. TCD will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. TCD will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. TCD will not impose sanctions on CONTRACTOR under these circumstances.

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B. With Cause: TCD may terminate this Agreement immediately, by written notice to the CONTRACTOR, should the CONTRACTOR:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, TCD may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to TCD'S retention of CONTRACTOR, or
- (7) Other misconduct or circumstances that, in the sole discretion of TCD, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes TCD to an unreasonable risk of liability.

C. For any of the occurrences except item (5) above, termination may be effected upon written notice by the TCD specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then TCD may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR and its surety. Upon a material breach by CONTRACTOR, TCD may terminate the Agreement after the failure of the CONTRACTOR to remedy the breach to the satisfaction of the TCD within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the TCD may terminate this Agreement on further written notice to CONTRACTOR and its surety specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the CONTRACTOR may submit a written proposal within that period which sets forth a specific means to resolve the default. If the TCD consents to that proposal in writing, which consent may not be unreasonably withheld, then the CONTRACTOR must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the TCD may terminate this Agreement upon written notice to CONTRACTOR and its surety specifying the date of termination.

D. In the event of any such termination, TCD shall immediately serve written notice thereof upon the surety and CONTRACTOR, and the surety shall have the right to take over and perform the Agreement, provided, however, that the surety within 10 days after the serving upon it of notice of termination does not give TCD written notice of its intention to take over and perform the Agreement or does not commence performance thereof within the 10 days stated above from the date of the serving of such notice, then TCD may take over the work and prosecute the same to completion by agreement or by any other method it may deem advisable, for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to TCD for any excess cost occasioned TCD thereby, and in such event TCD may without liability for so doing, take possession and utilize in completing the work, such materials, appli-

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ances, plant, and other property belonging to CONTRACTOR as may be on the site of the work and necessary therefore. In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished.

E. TCD will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. TCD will not pay lost anticipated profits or other economic loss, nor will TCD pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If TCD terminates this Agreement for cause and if the unpaid balance of the Contract Sum exceeds all direct and indirect costs of finishing CONTRACTOR'S scope of work, including costs incurred by the TCD for additional managerial and administrative services, then TCD will pay CONTRACTOR for its actual unpaid costs from such excess. If such expense exceeds such unpaid balance, then CONTRACTOR must pay the difference to TCD. TCD may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

F. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify TCD, to maintain the work, and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR'S services have been terminated by TCD, said termination will not affect any rights of TCD to recover damages against CONTRACTOR.

G. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of TCD for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

18. ASSIGNMENT: Neither Party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall CONTRACTOR assign any monies due or to become due to the CONTRACTOR hereunder, without the previous written consent of TCD.

19. LOSS OR DAMAGE: TCD or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, or expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during its execution and before acceptance and the said CONTRACTOR shall assume all liabilities of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold TCD and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.

20. INDEMNIFICATION:

A. To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by TCD, which approval may not be unreasonably withheld), protect and hold harmless TCD, all subsidiaries, divisions and affiliated agencies of TCD, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and

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against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and TCD general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the TCD for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to TCD for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

C. CONTRACTOR must indemnify and hold TCD harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by TCD, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

21. INSURANCE: Prior to approval of this Agreement by TCD, CONTRACTOR shall file with the Manager of the District, evidence of the insurance as set forth in **EXHIBIT B** attached, which outlines the minimum scope, specifi-

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cations and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **EXHIBIT B** shall not be used to reduce limits available to TCD as an additional insured from CONTRACTOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement. **TCD may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.**

22. INDEPENDENT CONTRACTOR: The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that the CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of TCD. CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of TCD. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and TCD will have no right to control or exercise any supervision over CONTRACTOR as to how the CONTRACTOR will perform the services. As CONTRACTOR is not TCD'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, TCD will not:

- A. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- B. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- C. Withhold state or federal income tax from payments to CONTRACTOR.
- D. Make disability insurance contributions on behalf of CONTRACTOR.
- E. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent CONTRACTOR relationship, TCD, through TCD's Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

23. NON-RESPONSIBILITY OF TCD: Indebtedness incurred for any cause in connection with this work must be paid by CONTRACTOR, and TCD is hereby relieved at all times from any indebtedness or claim other than the sum to be paid agreed upon in this Agreement.

24. HOURS OF WORK: 8 hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workmen employed at any time by CONTRACTOR, or by subcontractor under this Agreement, upon the work, shall be required or permitted to work thereon more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as provided in Section 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation of said last named stipulation, said CONTRACTOR shall forfeit, as a penalty to the said TCD, \$25.00 for each worker employed by CONTRACTOR in the execution of this Agreement, or by any subcontractor under this Agreement, for each calendar day during which said worker is required or permitted to labor more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said sections of the Labor Code.

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- A.** CONTRACTOR and each subcontractor shall also keep an accurate record showing the names and actual hours worked each calendar day and each calendar week by each worker employed by the CONTRACTOR in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of TCD or its officers or agents, and to the Division of Labor Law Enforcement of the Department of Industrial Relations, its deputies and agents.
- B.** Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of CONTRACTORS in excess of 8 hours per day and 40 hours during any one week shall be permitted upon the project upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

25. WAGE RATES: In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for works required to perform the subject work. A copy of such prevailing wage rates is available on the website of the California Department of Industrial Relations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and are on file with the Purchasing Division and available for inspection.

- A.** It shall be mandatory upon CONTRACTOR to whom the Agreement is awarded, and upon any subcontractor under the CONTRACTOR, to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Agreement. It is the responsibility of CONTRACTOR to furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- B.** It is hereby further agreed that CONTRACTOR shall forfeit to TCD, as a penalty, not more than \$200.00 for each calendar day or portion thereof, for each laborer, worker, or mechanic employed who is paid less than the said stipulated rates for any work done under the Agreement, by the CONTRACTOR or by any subcontractor under the CONTRACTOR. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid by CONTRACTOR. CONTRACTOR, and each subcontractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed in connection with the execution of this Agreement or any subcontractors thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of TCD or its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, its deputies and agents.
- C.** In case it becomes necessary for CONTRACTOR or any subcontractor to employ on the work under this Agreement any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is hereby specified, the Agreement shall immediately notify TCD who will promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

26. EMPLOYMENT OF APPRENTICES: Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Agreement shall prevent the employment of properly registered apprentices upon public works.

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- A.** Every such apprentice shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which such apprentice is employed, and shall be employed only at the work of the craft or trade to which such apprentice is registered.
- B.** Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

27. CONVICT MADE MATERIALS: CONTRACTOR agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated under this Agreement.

28. ROYALTIES AND PATENTS: CONTRACTOR shall pay all royalties and license fees. CONTRACTOR shall defend all suits or claims for infringement of any patent rights and shall hold TCD harmless from loss on account thereof, except that TCD shall be responsible for all such loss when a particular process or the products of a particular manufacturer or manufacturers is specified in the Agreement Documents, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to TCD.

29. SURVEYS, PERMITS, AND REGULATIONS: TCD shall furnish all necessary existing surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by CONTRACTOR. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by TCD, unless otherwise specified. CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

30. NON-DISCRIMINATION IN EMPLOYMENT:

- A.** Federal and State Laws prohibit discrimination in employment. The California Fair Employment and Housing Act (Government Code Sections 12900 to 12996) prohibits discrimination in employment on the basis of race, religious creed, color, national origin, ancestry physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and applies to all employers, employment agencies, and labor organizations.
- B.** Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e – 2000e-17) prohibits employment discrimination on the basis of race, color, sex, religion or national origin, and applies to all employers that employ at least fifteen (15) workers during each working day in each of twenty (20) or more calendar weeks in the current or preceding year.
- C.** In addition to these two laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.
- D.** TCD is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.

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31. NON-FUNDING CLAUSE: It is understood and agreed that if TCD'S funding is either discontinued or reduced for the services to be provided under this Agreement, then TCD will have the right to terminate this Agreement under section 17. (A) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to TCD of any kind, provided that TCD shall pay CONTRACTOR in accordance with section 17. (A) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment. Notice shall be fully given in writing through service in person or by first class mail.

32. LICENSE CLASSIFICATION & SB 854 REGULATION: CONTRACTOR is required by law to be licensed and regulated by CONTRACTOR'S State License Board.

A. SMALL PROJECT EXEMPTION: A CONTRACTOR who works exclusively on small public works projects is not required to register as a public works contractor or file electronic certified payroll reports for those projects. CONTRACTORS are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

(1) \$25,000 for new construction, alteration, installation, demolition or repair; or

(2) \$15,000 for maintenance.

B. For public works projects with a contract price greater than \$25,000 or \$15,000 as listed above, the following Labor Code provisions will apply:

(1) No CONTRACTOR or subcontractor may be awarded a contract/agreement for public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

(2) The project will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Listed contractor/subcontractors must be registered with the DIR. Pursuant to SB 854, the DIR registration number of each contractor/subcontractor must be identified. In addition, TCD reports all public works projects to the DIR within 5 days of the award of contract/agreement.

33. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare TCD to the Auditor of TCD and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

34. CONFLICT OF INTEREST:

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- A.** CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of TCD in which such officer, employee, or consultant/ CONTRACTOR has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/CONTRACTOR participates in or influences any TCD decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.
- B.** CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, it will immediately inform TCD designated representative and provide all information needed for resolution of this question.

35. FORM DE-542: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, TCD has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with TCD to make that information available and to complete Form DE- 542. Failure to provide the required information may, at TCD'S option, prevent approval of this Agreement, or be grounds for termination by TCD.

36. NOTICES:

- A.** Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

TCD:

Tulare Public Cemetery District
Attn: Leonor Castaneda, Manager
900 E. Kern Ave.
Tulare, CA 93274
Phone No.: (559)-686-5544
Email Address: Leonortcd@outlook.com

CONTRACTOR:

Vendor Name
Attn: Vendor Contact
Vendor Address
City, State, Zip
Phone No.: (559) 000-000
Email Address: Vendor Email Address

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- B.** Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either Party may change the above address by giving written notice pursuant to this Section.

37. DISPUTES AND DISPUTE RESOLUTION: CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the 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 or some other dispute resolution procedure, unless the Parties mutually agree otherwise. 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 30 days, either Party may pursue litigation to resolve the dispute.

38. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to affect the purposes of this Agreement.

39. CONSTRUCTION: This Agreement reflects the contributions of all undersigned Parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

40. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

41. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy hereunder.

42. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

43. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire Agreement between CONTRACTOR and TCD as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

44. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

45. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed within Tulare County, California.

46. TIME OF ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

47. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Under applicable federal and state law, if CONTRACTOR submits a false claim to TCD under this Agreement, then CONTRACTOR will be liable to TCD for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to TCD if CONTRACTOR:

- A. Knowingly presents or causes to be presented to TCD a false claim or request for payment or approval;
- B. Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by TCD;
- C. Conspires to defraud TCD by getting a false claim allowed or paid by TCD;
- D. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TCD; or
- E. Is a beneficiary of an inadvertent submission of a false claim to TCD, later discovers the falsity of the claim, and fails to disclose the false claim to TCD within a reasonable time after discovery of the false claim.

48. DISALLOWANCE: If CONTRACTOR requests or receives payment from TCD for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to TCD upon TCD'S request. At its option, TCD may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and TCD. CONTRACTOR'S obligations under this section 48 will survive the expiration or termination of this Agreement.

49. LIABILITY OF TCD: TCD'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 9, "THE CONTRACT SUM," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall TCD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

50. QUALIFIED PERSONNEL: CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with TCD'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at TCD'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**"TCD"
TULARE CEMETERY DISTRICT**

Date _____

By _____
Chair, Board of Trustees

**"CONTRACTOR"
VENDOR NAME**

Date _____

By _____

(Printed Name)

Title _____

Date _____

By _____

(Printed Name)

Title _____

[Pursuant to Corporations Code section 313, TCD policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, TCD policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

CONTRACTOR'S LICENSE NUMBER _____ LICENSE CLASSIFICATION _____

DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER (If Applicable) _____

**PURCHASING CONTRACT
PUBLIC WORK PROJECT**

**CERTIFICATION CONCERNING WORKERS'
COMPENSATION INSURANCE**

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions before commencing the performance of work under this Agreement.

Date_____ Signed_____

CONTRACTOR – Vendor Name

PROPOSAL AND CONTRACT

SPENCE FENCE COMPANY ENTERPRISES

1145 NORTH MILLER PARK COURT
VISALIA, CA 93291
(559) 651-2889 • FAX #(559) 651-2890
Contractor's License #987483

Letter

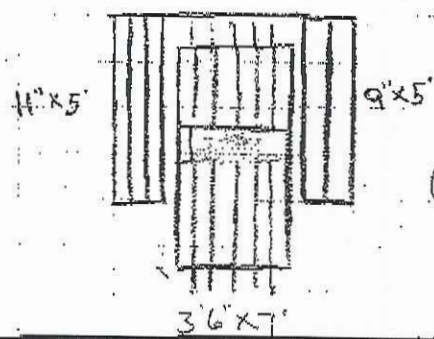
Leon

Tulare Cemetery

Name <i>Tulare Cemetery</i>	Billing Address
Job Address <i>900 Miller Ave</i>	City
City <i>Tulare CA</i>	Phone: <i>586-5544</i>
Directions:	
<i>Fax 686-7484</i>	

keep pad ?

*Perforated sheet metal
Powdercoat Black*



*2 4x8
sheets*

prevailing wage

Fence Style *IRON* Height *6'* Posts at _____ centers

Total estimated footage _____ Gates *1 Dwg w/ combo lock & panic bar*

NOTICE TO OWNER

"Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor services or material, has a right to enforce his claim against your property."
"Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the

county recorder of county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract."

SPENCE FENCE IS NOT RESPONSIBLE FOR ANY UNDERGROUND LOCATES OR PERMITS. Initial _____

Estimated price includes material and labor to complete job as stated above unless otherwise noted. Price may be adjusted to actual measured footage completed. Due to varying material costs, this estimate is valid 20 days from date.

PAYMENT DUE IN FULL DAY OF INSTALLATION

Initial _____ TOTAL ESTIMATED PRICE \$ *5,695⁰⁰*

The above proposal is hereby accepted according to terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof. PLEASE PAY LAST INSTALLER ON JOB.

DATED: _____

Bliss Power Lawn Equipment Co

1715 Fulton Ave

Sacramento, CA 95825

Phone: (916) 483-1167 Fax: (916) 483-0381

Estimate

242834

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. All merchandise returned is subject to a 20% re-stocking fee. No returns on special order, electrical or assembly parts.

STATE OF CA SMALL BUSINESS(MICRO)# 24291

Bill To				Ship To			
Cash Customer Sacramento Cash Sales Only							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
1000					Estimate	BID	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Casey Bliss	House Account	08/14/20	242834			Counter Sales	

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
MK606	EXMA	KIT,MULCH 606	1		1	\$477.95	\$434.50	\$434.50
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZS80TDYM604W0	EXMW	60" LAZER Z DIESEL 24.9HP TURBO YAN	1		1	\$23,309.00	\$17,199.00	\$17,199.00

Wholegoods Notes

YANMAR 3TNV80FT DIESEL ENGINE

Sub Total	\$17,633.50
Miscellaneous	\$0.00
Labor	\$0.00
Sales Tax	\$1,366.59
Grand Total	\$19,000.09

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. All merchandise returned is subject to a 20% re-stocking fee. No returns on special order, electrical or assembly parts.

Notes:



Customer acknowledges receipt thereof:

Q U O T A T I O N

PAGE: 1

SHARPENING SHOP
2620 LANDER AVE
TURLOCK, CA 95380
Phone #: (209)632-2372
Fax #: (209)632-7506

PHONE #:
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **8/14/2020**
ORDER #: **1233744**
CUSTOMER #: **1001**
CP: **RB**
LOCATION: **1**
STATUS: **Active**

BILL TO 1001

CASH

SHIP TO

CASH SALE

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EX	LZS80TDYM604W0	60" LAZER DIESEL 25HP TURBO YANMAR with SUSP. SEAT AND SEMI-	1	\$21,499.00	\$18,274.00	\$18,274.00
EXM	MK606	KIT,MULCH 606	1	\$394.98	\$336.00	\$336.00

Prices reflected on this quote are valid for 30 days.

WARNING: This product can expose you to chemicals which are known to the State of California to cause cancer, birth defects or other reproductive harm.

SUBTOTAL:	\$18,610.00
TAX:	\$1,465.54
ORDER TOTAL:	\$20,075.54

Authorized By: _____

Q U O T A T I O N

PAGE: 1

California Turf Equipment & Supply Inc.
956 N J STREET
TULARE, CA 93274 USA
Phone #: (559)688-2505
Fax #: (559)688-0861

PHONE #: 686-5544
CELL #: (559)723-2004
ALT. #:
P.O. #:
TERMS: Net 30
SALES TYPE: Quote

DATE: 8/14/2020
ORDER #: 258211
CUSTOMER #: 3703
CP: JULIO
LOCATION: 1
STATUS: Active

BILL TO 3703

TULARE PUBLIC CEMETARY
900 E KERN AVE
TULARE, CA 93274

SHIP TO

TULARE CITY CEMETARY
900 E TRENT
TULARE, CA 93274

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZS80TDYM604W0	EXMARK DIESEL 25HP YAMAR ENG 60"	1	\$21,499.00	\$17,199.00	\$17,199.00
EXM	MK606	KIT,MULCH 606	1	\$434.48	\$316.00	\$316.00

Quotation

SUBTOTAL: \$17,515.00
TAX: \$1,444.99
ORDER TOTAL: \$18,959.99

Authorized By: _____

ALTA PUMP CO. INC

42821 Road 80, Dinuba, CA 93618
(559) 591-7669 – Fax: (559) 591-3864
Contractors License #403639

August 20, 2020

QUOTE

Tulare Public Cemetery
VFD INSTALLATION

- (1) 30HP VFD 460VOLT
460V58A/32.5A N3R
- (1) VFD DOOR COVER
- (1) STRIKESORB 30SPD 400V
- (1) LEGEND PLATE FRAME
- (1) 22MM LABLE HAND/OFF/AUTO
- (1) 3 POS HOA SWITCH 22MM
- (1) SPEED POT 2500K OHMS
- (1) TCI KDR OPTIMIZED LOAD REACTOR 52AMP OPEN
- (1) KIT-TRANSDUCER 0-145PSI 4-20MA
- (1) 18" LEG FOR IQ1000 NEMA 3R CABINET

- (1) MISC HOT CUTTER, HARDWARE
ELECTRICAL FITTINGS

Total \$18,114.86

**PRICE INCLUDES MATERIALS, TAX, & LABOR*

Prices good for thirty (30) days.

Thank you for allowing me to quote this project. Please feel free to contact me with any questions.

Sincerely,



Les Travioli

761 South Whitney Street Tulare CA 93274
Phone 559-804-4648 :Fax 559-686-1932
E-Mail:ShafferConst@sbcglobal.net

License Number 980773

Date:	9/2/2020		
To:	Tulare Public Cemetery		
Address:	900 East Kern		
City:	Tulare California		
Phone:	686-5544	Fax:	686-7484
Cell:		Att:	David
Email:			

DESCRIPTION:

Repair All Existing Concrete Drive Way At North Site Near Baby Land And Well Tank With 6 Sack Mix

[illegible]

Additional Contract Notes

Includes:

Concrete Saw Cutting
Concrete Removal
Rebar Dowels
Rebar In Slab
Haul Off Cut Concrete
Site Clean Up

Exclusions:

Compaction Of Dirt Clearing Site For Project Inspections Permits

Owner

Reed Shaffer

Patch All Of Concrete Drive Way At North (Baby Land & Well Tank)

Materials:

[illegible]

Labor

Base Labor Includes:	INC
Concrete Saw Cutting	
Concrete Removal	
Installation Of Rebar Dowels	
Installation Of Rebar In Slab	
Concrete	

Materials	\$12,077.79
Delivery	NA
Engineering	By Others
Sub-Total	\$12,077.79
Sales Tax (8.25%)	INC
Labor (With Prevailing)	INC
Total Charges	\$12,077.79
Deposit 50%	\$6,038.90
Balance Due	\$6,038.89

Completed On

Signature of Authorization

Date _____

Prices may change due to engineering. Payment for buildings/canopy is due on completion.





QUICK QUOTE

home of the 3 a's
automatic doors
automatic gates
access control

FACT automated entrances inc. ccl 711805

1819 E Lamona, Fresno, CA 93703 VISIT US AT www.autodoor.com
telephone from the central valley 559 495-fact (3228) FAX 559 495-3222
from bakersfield, san luis obispo and santa maria- toll free 1-800-553-fact (3228)

DATE: Thursday, August 20, 20

PROJECT
Tulare Public Cemetery

TO : Steve
Phone: 804 2248
Fax:

EQUIPMENT TO BE SUPPLIED

- 1 Provide and install two "Elite" SI 3000 slide gate operators to include a concrete pads.
 - 2 Provide and install two safety loops one free exit loop and two loop detectors.
 - 3 Provide and install v-track system.
 - 4 Provide and install one radio receiver to include 5 single button transmitters.
 - 5 Provide and install one keypad.
- Power and conduit by others.

Prevailing wage is included

ADDENDA NOTED (WE WILL BE SUPPLYING THE EQUIPMENT BRANDS AS SHOWN ONLY)

PER PLANS & SPECS YES ☐ NO ☐ TAXES INC YES ☒ NO ☐
FURNISHED & INSTALLED YES ☒ NO ☐ FOB JOB SITE YES ☒ NO ☐

BASE BID **ALT #1**
\$14800.00

SINCERELY

Derrick Floren

General Manager

ADDITIONAL NOTES- QUOTES INCLUDE ALL
STANDARD CERTIFICATES FOR LIABILITY INS. TO \$2 MIL.,
AUTO, AND WORKMEN'S COMP. ADDITIONAL INSURED
CERTS ARE \$100 EA AND CG2010 (11/85) RANGE FROM
\$250.00 TO \$500.00 EA. THIS IS A REQUIREMENT OF OUR
CARRIER.

OPEN& SHUT ENTERPRISES

TELEPHONE (661)587-6200

FAX (661)587-6400

I.D.E.A CERTIFIED TECHNICIANS

CONTRACTORS STATE LICENSE # 747747

6612 DOWNING AVE., BAKERSFIELD, CA 93308-5806

PROPOSAL

TO:

Steve

FROM:

Mike Bush

COMPANY:

Tulare Cemetery

DATE:

8-20-20

EMAIL:

kppresant@comcast.net

TOTAL NO. OF PAGES INCLUDING COVER:

1

PHONE NUMBER:

559-804-2248

RE:

Proposal for Gate Operating System at 4572 J
St., Tulare CA 93274

=====

NOTES/COMMENTS: (ALL PROPOSALS MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS)

For **\$13,890.00** we can furnish and install the following:

- 2 Ea Liftmaster CSL24 Roll Gate Operator
- 2 Ea Loops Cut, wrapped, and sealed in existing
- 2 Ea Loop Detector
- 36' V-Track plated to existing concrete
- 4 Ea Pipe Track Wheels
- 2 Ea V-track Wheels w/center carriers
- 1 Ea Fire Dept. Access box w/Knox Switch
- 1 Ea Digital Keypad
- 1 Ea Programmable Timer
- 5 Ea Single Button Remotes
- 2 Ea Concrete pads for mounting gate operators.

Notes:

1. Electrical and control wiring and conduit by others.
2. Figured at prevailing rate.

ATTENTION: IF YOU WOULD LIKE US TO PROCEED WITH THE ABOVEWORK, PLEASE SIGN AND DATE BELOW AND FAX BACK TO US. WE WILL THEN ORDER EQUIPMENT, IF APPLICABLE, AND SCHEDULE YOU IN FOR INSTALLATION AND/OR REPAIRS. PAYMENT IS DUE UPON COMPLETION OF OUR WORK.

APPROVED BY: _____ DATE: _____

We are pleased to submit the following Commercial HD Video Proposal for:



Steve Presant for:

Tulare Public Cemetery - North

900 East Kern Avenue • Tulare, CA 93274

559.686.5544 office • 559.804.2248 Steve

kppresant@comcast.net • leonortcd@outlook.com

Prepared by:

Giotto's Alarm-Tech, Inc.

Danny Giotto

Danny@giottosalarmtech.com

559.688.7618 office

559.331.2031 mobile

Giotto's Alarm-Tech, Inc.

1100 Security Court
Tulare, CA 93274
559.688.7618 office
AC07536

System Design For

Tulare Public Cemetery - North
4462 North J Street
Tulare, CA 93274
559.686.5544 office

B82028

• New Commercial HD Video Surveillance System •

- 1 exacqVision Professional A-Series 2 TB IP Win 10 Desktop Server
 ExacqVision IP04-02T-DT
- 1 24" FULL HD LED Backlit Display
 Viewsonic VX2457MHD
- 1 NavePoint Low Profile Wall Mount TV Bracket Tilt 13-27 Inches
 NavePoint 00300650
- 1 Video Server Lockbox - Desktop
 VMP DVRLB1
- 1 1000va / 500 Watt UPS
 Tripp-Lite SMART1000LCD
- 1 Large Beige Control Box
 Angel & Jerome BOXL
- 1 Control Box Lock
- 2 8MP 2.8-12mm Ultra-Low Light IP Bullet Color Cameras
 ENS Security SIP48B5AMZH
- 2 Bullet Camera Back Boxes
 ENS Security ES1260ZJ
- 1 4-Port 100Mbps Unmanaged PoE Switch
 ENS Security POESW6
- 8 CAT-5 Ice Cube RJ45 Connectors
 LEVITON EZRJ45
- 2 M2 NanoStation
 Ubiquiti LOCOM2USR

PROJECT SUMMARY

Equipment Total	\$6,098.80
Installation Total	\$2,540.00
Tax	\$410.19
TOTAL INSTALLED	\$9,048.99

This Job, and all Sub-Contractors have been bid at current Prevailing Wages

Minimum 3 mbps Internet Upload Speed will be required for remote access to cameras

****** This video server will ONLY accept HD cameras (No Analog) ******

This server comes with 3 years Software Support and Updates included.

Please sign and return this proposal for acceptance & scheduling.

Sign: _____ Date: _____

Product Details



exacqVision Professional A-Series 2 TB IP Win 10 Desktop Server IP04-02T-DT

IP Desktop recorder with 4 IP cameras licenses (64 max). exacqVision Professional or Enterprise client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 or Ubuntu Linux 16.04 on SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs, DVD-RW. Keyboard and mouse included.



24" FULL HD LED Backlit Display

VX2457MHD

ViewSonic VX2457-MHD 24" Full HD 1080P AMD FreeSync Gaming Monitor, 1000:1, 300cd/m2, HDMI, VGA, DisplayPort, Built-in Speaker, VESA Mountable



NavePoint Low Profile Wall Mount TV Bracket Tilt 13-27 Inches

00300650

Mounts most 13 - 27" TVs.
Load Capacity: 66 pounds
Low Profile
VESA: 50x50, 75x75, 100x100, 200x100
Ceiling to TV: 41 - 64 inches

**Video Server Lockbox - Desktop****DVRLB1****1000va / 500 Watt UPS****SMART1000LCD**

Supports a basic desktop PC up to 60 minutes during power outage
Features 8 protected outlets - 4 battery-protected, 4 surge-only
Offers automatic voltage regulation (AVR)
LCD screen reports real-time UPS and power status
Plugs into any NEMA 5-15R socket

**8MP 2.8-12mm Ultra-Low Light IP Bullet Color Camera****SIP48B5AMZH**

8MP, 2688x1520@30fps, 2.8-12mm, 0.018 Lux @ F1.6, Matrix IR 2.0, H.265, H.265+, H.264, H.264+ Ready, True WDR 120dB, IP67 & IK10, MicroSD Slot up to 128GB, Audio I/O, Alarm I/O, DC 12V, PoE, Junction Box Included

**Bullet Camera Back Box****ES1260ZJ**

Junction Box for Bullet Camera
Appearance: White
Material: Aluminum Alloy
Dimension: 88.5mm
Weight: 251g

**4-Port 100Mbps Unmanaged PoE Switch****POESW6**

5x10/100Mbps Ethernet ports
4 10/100Mbps ports support PoE
PoE complies with IEEE802.3af/at, up to 30W for single port
Up to 250m transmission distance on EXTEND mode
Easy to use, no need to configure
High quality with all metal housing
Lightning Protection 6KV

**M2 NanoStation****LOCOM2USR**

low cost, efficiently designed CPE
links faster and farther than ever before
remote reset capability
POE injector / power supply
Compact design
Cost effective

We are pleased to submit the following Gate Access Proposal for:



Steve Presant for:

Tulare Public Cemetery - North

900 East Kern Avenue • Tulare, CA 93274

559.686.5544 office • 559.804.2248 Steve

kppresant@comcast.net • leonortcd@outlook.com

Prepared by:

Giotto's Alarm-Tech, Inc.

Danny Giotto

Danny@giottosalarmtech.com

559.688.7618 office

559.331.2031 mobile

Giotto's Alarm-Tech, Inc.

1100 Security Court
Tulare, CA 93274
559.688.7618 office
ACO7536

System Design For

Tulare Public Cemetery - North
4462 North J Street
Tulare, CA 93274
559.686.5544 office

B82027

• Automated Gate Installation with New Gate, and Access Control •

- 1 Maximum Controls Slide Gate Operator
 Encon MAX-2200-PRO
- 1 Bosch 8512 8 Zone Control Panel Upgrade
 Bosch B8512G
- 1 64" Single In Ground Pedestal
 Liftmaster PED64
- 1 IClass Card Reader & Keypad Combination
 Bosch ARDSERK40W1
- 1 Access Door Control Interface Module
 Bosch B901
- 20 iClass Access 26-bit Fobs
 Bosch ACTIC2K26
- 1 Gate / Alarm Interface - Octorelay Module
 Bosch B308
- 1 GAT Touch Pad Weather Guard
- 1 Twin Photobeam Detector Safety Beam
 SECO-LARM E960
- 1 Sensing Edge Transmitter with Audible Low Battery Alarm
 Miller Edge MWTA12
- 1 Sensing Edge Reciever
 Miller Edge MWR12
- 1 LiftMaster Safety Edge 4'
 Liftmaster S504AL
- 1 Pre-Made Safety Loops
- 2 Cut-In Safety Loops
- 2 Elite Plug-In Loop Detectors
 Sentex AELD
- 1 Recessed V Groove Gate Track - 40'
- 1 Fire Department Lock Box
 DKS 1400080

- 2 Nickel Plated #40 Chain (10' Lengths)
EN40CHAINNICKLE
- 1 Chain Carrier
- 1 Backbone Connection to Alarm Control (Wire Only)
- 1 Misc: Conduit, Connectors, Christy Boxes, Plates, Brackets Etc.

All Underground Pipework from the Maintenance building to the Gate is by others per Giotto's Alarm-Tech, Inc. specs. Giotto's Alarm-Tech, Inc. to provide all Low Voltage Wire. 110v to Gate is by others as well.

Sub-Contractors

1	Spence Fence New 40' Gate and Removal of Man Gate	\$9,922.50
1	Wright Bros Concrete New 36' x 11' New Driveway Approach w/ Recessed Gate Track and Operator Pad	\$9,943.50
1	MD Concrete Cutting & Demolition Cut in New Safety and Free Exist Loops into Existing Concrete	\$945.00

PROJECT SUMMARY

Equipment Total	\$31,936.10
Installation Total	\$8,763.00
Tax	<u>\$703.81</u>
TOTAL INSTALLED	\$41,402.91

This Job, and all Sub-Contractors have been bid at current Prevailing Wages

Please sign and return this proposal for acceptance & scheduling.

Sign: _____ Date: _____

Product Details



Maximum Controls Slide Gate Operator

MAX-2200-PRO

Max Gate Length: 60'
Max Gate Weight: 2200 lbs
Chain drive #40 nickel plated chain 25' included
1.25 HP DC brushless motor
Automotive grade circuitry
5yr warranty



G Series 99 Zone Control Panel

B8512G

Provides up to 99 points using a combination of hardwired or wireless devices for installation flexibility, and up to 8 areas and 8 doors for up to 500 users

Fully integrated intrusion, fire, and access control allows users to interface with one system instead of three

On-board Ethernet port for Conetrix IP alarm communication and remote programming, compatible with modern IP networks including IPv6/IPv4, Auto-IP, and Universal Plug and Play Remote Security Control (RSC) app which allows users to control their security systems – and view system cameras – remotely from mobile devices such as phones and tablets



64" Single In Ground Pedestal

PED64

- 1) Universal face plate, 4" x 4" x .120" (11 gauge)
- 2) in ground or wet cement pedestal
- 3) 1/2" NPT hole (drilled and tapped) on the back just above the 23" mark
- 4) Heavy duty square tube 2" x 2" x .120" wall (11 gauge)
- 5) 12" Reach (On Vertical Center) - Two 45° Cuts & Welded
- 6) Phosphate pretreatment (rust inhibitor)
- 7) TGIC outdoor polyester powder coat with UV protectant
- 8) Includes carriage bolts (4) and nuts (4)
- 9) Boxed individually
- 10) Customizable dimensions and colors available upon request



iClass Card Reader & Keypad Combination

ARDSERK40W1

13.56 MHz proximity compatible with access controllers with Wiegand interfaces

Suitable for indoor and outdoor use

Support of multiple card technologies (e.g. iCLASS SE, SEOS, MIFARE DESFire® EV1)

Interoperable with a growing range of technology environments and form factors



Access Door Control Interface Module for B Series Control Panel

B901

Direct interface to compatible Wiegand card readers

On-board buzzer output and supervised on-board points

Request to Exit and Request to Enter inputs that can have a shunt only option

Four door states: Locked, Unlocked, Secured, Fire Unlock

SDI2 support as well as SDI compatible



iClass Access Fobs 26-bit

ACTIC2K26



GAT Touch Pad Weather Guard

GAT-TP-MOUNT



Twin Photobeam Detector

E960

Built-in laser beam alignment system speeds accurate, reliable positioning Twin infrared beams provide reliable perimeter security, minimizing false alarms from falling leaves, birds, etc. Lensed optics reinforce beam strength & provide excellent immunity to false alarms due to rain, snow, mist, etc. Weatherproof, sunlight-filtering case for indoor & outdoor use. Anti-frost system so that beam functions even in extreme conditions. Automatic input power filtering with special noise rejection circuitry. NC/NO alarm output. N.C. tamper circuit included. Non-polarized power inputs. Quick, easy installation with built-in laser beam alignment sys. Interruption time adj. for nearly all situations.



Sensing Edge Transmitter with Audible Low Battery Alarm

MWTA12

Includes a built in Audible Alarm feature that activates when the battery has only 25% of its life remaining, indicating the battery should be replaced. The alarm sounds for 5 to 10 seconds at 1 to 2 minute intervals. For use with MWR02 or MWR03 receiver.

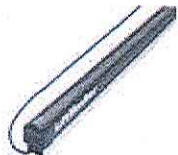


Sensing Edge Receiver

MWR12

The receiver will operate on either 12 or 24 volt AC or DC and provides N.O. or N.C. output.

For use with MWT12 or MWTA12 transmitter.



LiftMaster Safety Edge 4'

S504AL

4'
Monitored
Pulse
2 wire
Includes mounting channel



Elite Plug-In Loop Detector

AELD

Automatic Tuning - Lightning & Surge Protection - Four (4) Frequency Levels - Compatible with ALL radio controls & remote openers - Sensitivity Boost - Fail Safe and Fail Secure Configurations - Separate Color-Coded LED indicators - Wide Loop Inductance Range: 20 to 2500 micro Henries - Velcro pull tab for easy extraction from the rack



Fire Department Lock Box

1400080

Accepts Fire Department padlock
Gate opens automatically when lock is removed and door is opened
Ample room inside for additional access devices
Surface or post mounted



Nickel Plated #40 Chain (10' Lengths)

EN40CHAINNICKLE

#40 Nickel plated 10' Lengths, Includes 1 master link

Lic # 1042522
1786 Cochran Ave
Tulare, CA 93274
eliteelectrical007@gmail.com
559-302-7607

Elite Electrical Services

Estimate

For: Tulare Public Cemetary
tularepubliccemeterydistrict@outlook.com
North Tulare Cemetery

Estimate No: 84
Date: 06/19/2020

Description	Amount
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- | | |
|--|------------|
| 1. Run 1-1/4 conduit from 200amp panel in shop through the attic to south west side of building to christy box. | \$9,870.00 |
| 2. Trench from christy box 1000' to southwest gate and run 1-1/2" pvc schedule 40 conduit for power to gate opener installing christy box's every 250' | |
| 3. Install 30amp 240v disconnect close to motor location and pull in #8 wire from panel to disconnect for gate. | |

* This estimate includes traffic rated christy box's and lids!

DIR# PW-LR-1000581956

Subtotal	\$9,870.00
Total	\$9,870.00

Total	\$9,870.00
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Tulare Public Cemetery District
900 East Kern Avenue
Tulare, CA 93274
PHONE: 559-686-5544 FAX: 559-686-7484

RESOLUTION NO. 2020/21 – 2

FUND TRANSFER REQUEST

TO: TULARE COUNTY AUDITOR-CONTROLLER
221 S. MOONEY BLVD., ROOM 101-E
VISALIA, CA 93291

DATE: September 24, 2020

Please transfer the following funds for the account of:

Tulare Public Cemetery District
900 East Kern Avenue
Tulare, CA 93274

Upon motion by _____, second by _____, the following resolution was adopted:

Resolve that the amount of **\$39,810.00** to be transferred from the Endowment Care Fund 773 known at the treasurer's office as (Tulare PUB CEM DIST–Endowment) of the Tulare Public Cemetery District to be transferred to the Tulare Public Cemetery District Endowment Care Interest Fund 817 known at the treasurer's office as (Tulare PCD–Unreserved Fund) for future maintenance purposes.

<u>TRANSFER FROM:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare P C D-Endowment	CR 773-1100	\$39,810.00
<u>TRANSFER TO:</u>	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>
Tulare PCD Unreserved Fund	DR 817-1100	\$39,810.00

I, James Pennington, Secretary/Treasurer of the Board of Trustees of the Tulare Public Cemetery District, do hereby certify that the foregoing is a true and correct copy of a resolution made and adopted by the Board of Trustees of the Tulare Public Cemetery District at a meeting duly and regularly called and held on the 24th day of September 2020.

Board Secretary/Treasurer

I. Purchasing Policy

This policy is to conform to Health and Safety Code 9044(a), which states: Each district shall adopt policies and procedures, including bidding regulations, governing the purchase of supplies and equipment. The Tulare Public Cemetery District classifies purchases into six (6) purchasing categories. These categories are based on the dollar amount and type of purchase. Each category establishes a separate purchasing limit, authorization level, and procurement procedure.

	Category	Amount	Approval Required
A.	Petty Cash Purchase	\$100 or less	Manager or designee
B.	Minor Purchase	Below \$5,000	Manager or designee
C.	Purchase Order Required Purchases	\$5,000 or more	Board Approval
D.	Minor Contracts	Below \$25,000	Board Approval
E.	Purchases Requiring Board Approval	\$25,000 or more	Board Approval
F.	Professional Services	Follows Above based on amount	Follows Above based on amount

A. Petty Cash Purchases (\$100.00 or less)

The petty cash fund may be used to pay reimbursement to District employees for the direct and immediate purchase of goods and services needed for District

operations including:

- Purchase of materials, goods, supplies, equipment, or services needed for “immediate use;” and
- Reimbursement of employee travel/meeting expenses.

Such purchases are limited to \$100.00 per transaction. A detailed receipt itemizing each charge must support all expenditures. Advances of petty cash are not permitted. Petty cash reimbursements should be requested in a timely fashion but no later than two weeks after the purchase date.

B. Minor Purchases (Below \$5,000)

The Manager or their designee may initiate purchases for materials, goods, supplies, equipment, or services costing less than \$5,000, without processing a requisition form and initiating a purchase order. The Manager is required to ensure the availability of budgeted funds prior to making any approved minor purchases. All original invoices and/or receipts for such purchases must be authorized, documented, and processed by the District’s Manager.

C. Purchases Requiring Purchase Orders (\$5,000 or more)

The Manager shall make a request from the Board of Trustees of the District for purchases of materials, goods, supplies, equipment, and/or services of \$5,000 or more by processing a purchase order. The Manager shall not order goods or services from a vendor before Board Approval is granted for purchases of this cost. Each requisition requiring a purchase order must be approved by the Board of Trustees.

Purchase Order Exemptions

The following disbursements are exempt from Purchase Order requirements:

- Emergency purchases due to urgent need of material or service, when purchase order cannot be approved by the Board within 48 hours.
- Disbursements for refundable deposits.
- Disbursements for payroll, payroll liabilities, and employee benefits.
- Disbursements for refunds of district fees collected.

- Disbursements for debt service payments and payments on approved loan agreements.
- Insurance Payments.
- Workers compensation payments for medical and related expenses.
- Public utility purchases of water, power, and related services when no competition is available.

For purchases of goods, services, or construction services over \$5,000 and up to \$25,000 the Manager or their designee shall solicit and document price quotes in writing (via mail, email, or fax) from a minimum of three (3) vendors. The solicited price quotes shall be attached to the request to the Board of Trustees for the purchase. If the vendor price quotes are not attached, the Manager must submit written justification as to why the transaction should be exempt from this requirement, which requires Board approval.

D. Minor Contracts (Below \$25,000)

Purchases of materials, goods, supplies, equipment, or services of less than \$25,000 but over \$5,000 require a contract. The Manager shall use a contract approved by the District's General Counsel. Contracts for less than \$25,000 must be approved by the Board of Trustees.

Waiving Insurance Requirements

Due to the variety of services provided to the District, there is occasionally the need to waive insurance requirements. For all contracts of less than \$25,000, the Manager may choose to waive insurance requirements based on a recommendation from the District's General Counsel.

Contract Exemptions

Contracts are not required for general office supplies (however purchase orders and bids are required based on the dollar thresholds outlined in this policy).

E. Major Contracts (\$25,000 or more)

Purchases of materials, goods, supplies, equipment, or services of \$25,000 or more ("major contracts") shall be awarded by contract and require contracts reviewed by General Counsel. Major contracts require formal proposal procedures (i.e. Request for Proposals) and also require the approval of the Board. After Board approval, the

Manager will execute the contract on behalf of the Board, approved as to form by the District's General Counsel and attested by the District's Secretary. The purchase order will not be processed until the contract is fully executed.

Waiving Insurance Requirements

Due to the variety of services provided to the District, there is occasionally the need to waive insurance requirements. For all contracts of less than \$25,000, the Manager may choose to waive insurance requirements based on a recommendation from the District's General Counsel.

Contract Exemptions

Contracts are not required for general office supplies (however purchase orders and bids are required based on the dollar thresholds outlined in this policy).

Multi-Year Contracts Amounting to \$25,000 or More

In some cases, the District may wish to enter into multi-year contracts, the total value of which amount to \$25,000 or more. The District shall endeavor to make all multi-year contracts subject to annual renewal at the District's discretion.

For all multi-year contracts which are made subject to annual renewal at the District's discretion, where the projected value of the contract for the annual period to which the renewal would apply is less than \$25,000, the Manager shall have the authority and discretion to determine whether or not to renew the contract. However, if the projected value of the contract for the annual period to which the renewal would apply amounts to \$25,000 or more, the determination of whether or not to renew the contract shall be subject to Board approval.

F. Professional Services (Any Amount)

Definition: For purposes of this policy, "Professional Services" shall mean and refer to any specialized service or any other service which requires the consultant or entity providing said services to possess a state-issued or other official license to perform the services.

The selection of Professional Services is to be based on demonstrated competence and on professional qualifications for satisfactory performance. After a qualified firm is selected, the Manager may negotiate a satisfactory contract with a price determined to be fair and reasonable. The emphasis for selection is therefore based upon qualification rather than the lowest price (the District must follow the dollar thresholds established in this Policy).

II. REQUIREMENTS

A. Professional Liability Insurance Requirement

Prior to entering into any agreement under which an individual or entity will provide Professional Services for or on behalf of the District, the Manager is responsible for ensuring that all such individuals and/or entities have valid current professional liability insurance covering the Professional Services to be rendered pursuant to the agreement. This requirement shall be subject to waiver by the Manager with the consent of the District's General Counsel.

B. Automobile Insurance Requirement

Definition: For purposes of this Policy, "Driving Services" shall mean and refer to any services which directly require or include, as part and parcel of the performance of such services, the operation of a motor vehicle by any person in the course of performing such services.

Prior to entering into any agreement with a vendor under which the vendor or an agent of the vendor will provide Driving Services for or on behalf of the District, the Manager is responsible for ensuring that all such vendors and/or agents have valid current automobile insurance covering all vehicles that will be used to provide the Driving Services to be rendered pursuant to the agreement. This requirement shall be subject to waiver by the Manager for Driving Services that are limited to deliveries of materials, goods, supplies or equipment to or from the District.

C. Change Orders

When a change in the scope of service(s) is necessary and causes additional work that is required to continue the progression of an authorized purchase or amend a contract, the following shall apply:

Purchase orders or contract amendments resulting from a change in the scope of services shall require the following authorizations:

- Change in scope that cause the total purchase or contract amount to remain under \$5,000, and within the appropriated budget, must be authorized by approvals outlined above. If actual expenses are in excess of 10% of the original purchase order or contract amount, a supplemental purchase order will be required.
- Cumulative changes in scope which cause the original authorized purchase or contract that was less than \$5,000 to become \$5,000 or more must be approved by

the Board.

- For original purchases of \$25,000 or more that are a result of formal proposal procedures (Requests for Proposals), cumulative changes in scope necessitating additional payment(s) by the District of less than \$5,000 may be approved by the General Manager. Cumulative changes in scope necessitating additional payment(s) by the District of \$5,000 or more must be approved by the Board.

D. Emergency Purchases

In certain situations, it may be necessary to make emergency purchases, which shortcut the pre-approvals, as outlined above. An emergency purchase may be made when there is an immediate need to acquire particular goods or services not already available to District staff to deal with an emergency.

For purchasing purposes, an emergency situation is one in which there is an immediate threat to life or District property or a substantial disruption of a vital District service. Such emergency purchases must be approved by the Manager and reported to the Board at the next regularly scheduled Board meeting.

E. Sole Source

The proposal provisions of this policy may be waived by the Manager. If the General Manager determines that there is only a single source that provides the needed materials, goods, supplies, equipment or contractual services, the General Manager must provide a memo outlining the reasoning. If the amount exceeds \$5,000, the General Manager must present it to the Board for approval. **Note:** The use of the sole source provision is rare and infrequent due to the requirements to qualify for the use of this provision.

F. Conflict of Interest Disclosure

A conflict of interest arises whenever the personal interests of a purchaser and/or approver of any transaction are potentially at odds with the best interests of the District. Any person purchasing and/or approving any purchase shall disclose any personal conflict of interest to the Manager prior to any purchase and/or approval. The Manager shall disclose any personal conflict of interest to the Board. The Manager and the Board will determine the proper steps to resolve the conflict of interest.

III. FORMAL PROPOSAL PROCEDURES

A. Request for Proposals (required for purchases of \$25,000 or more)

A formal bidding procedure ("Request for Proposals" or "RFP") shall be utilized for all contracts of \$25,000 or more, subject to the "piggy backing" process noted below. The use of formal proposal procedures does not guarantee the award of contracts for materials, goods, supplies, equipment, services, and/or Professional Services to the lowest bidder, but in most instances, the contract does get awarded to the lowest bidder. The formal bidding procedure is as follows:

- The Manager is responsible for initiating and administering purchases for materials, goods, supplies, equipment and/or services under his control. The General Manager may coordinate with others as necessary.
- An RFP will be sent to potential vendors (a number within reason, but a minimum of three) of which the Manager has knowledge. In addition to the District's website, other means of advertisement are strongly encouraged for contracts of \$25,000 or more. A list of proposals received shall be maintained.
- The Manager has the responsibility to ensure that the proposal package will adequately and accurately describe the scope of services. Proposers shall be advised of any performance bond requirements, insurance requirements, minority business enterprise requirements, affirmative action requirements, business license requirements, contract requirements, and other requirements as applicable.
- The Manager will compile the proposals and prepare a recommendation for the Board. For contracts of \$25,000 or more, after Board approval the Manager or their designee will prepare a summary staff report.
- The Manager may reject all proposals and re-advertise at their discretion.
- If two or more proposals are received and are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit a delay or re-advertising for proposals, the Board may elect to accept one as they choose.

Notwithstanding the foregoing, the District may dispense with the RFP procedures in procurement of materials, goods, supplies, equipment and services, and avail itself of another public agency's contract prices obtained through that agency's own RFP

process, so long as such prices are lower than the prices that can be obtained by the District's RFP process, and so long as certain findings are made by the Manager.

This "piggy-backing" process provides the District with greater flexibility to obtain the most competitive prices, reduces staff time, avoids the expense of soliciting contracts, and results in lower prices, due to economies of scale which often allows agencies larger than the District to obtain lower unit prices.

The findings that must be made by the Manager are as follows:

1. The contract with the party awarded the contract ("Contractor") is the result of competitive bidding or negotiation and is made in compliance with the competitive bid or proposal requirements of the agency whose prices the District desires to "piggy back" off ("Participating Public Agency") devoid of fraud perpetrated to any public official or staff, or collusion or fraud among the Contractor or any subcontractor, all of which determination is solely based on a thorough and complete investigation and review of all relevant documents, including but not limited to all bid documents and specifications, staff reports and approved minutes, it being understood that certain evidence extrinsic to such documents may not be readily available nor accessible to the General Manager; and
2. The contract awarded by the Participating Public Agency was awarded to the lowest responsive bidder, in compliance with the Participating Public Agency's RFP; and
3. The purchase conforms to the District's contract specifications; and
4. The estimated price of the purchase is lower than that estimated for the purchase if made directly by the District pursuant to other sections of this Policy.

Adopted 8/27/2020

leonortcd@outlook.com

From: Carol Griesse - CAPC <publiccemeteries@aol.com>
Sent: Monday, September 21, 2020 11:32 AM
To: sjvcd.cem@verizon.net
Subject: November 5th zoom training

Hello,

CAPC will be sending out a flyer/registration for a November 5, 2020 zoom training @ 10:00 am titled **Construction and Public Works; Are Bids Required?**

This presentation will be given by BB&K with Mark Velasquez as the facilitator.

Please watch for more information shortly.

Carol Griesse