



**City Council  
&  
Successor Agency to the Dinuba Redevelopment Agency  
Joint Meeting Agenda**

**March 26, 2024  
MINUTES**

**COUNCIL MEMBERS PRESENT:**

Launer, Nerio-Guerrero, Reynosa, Thusu

**COUNCIL MEMBERS ABSENT:**

Prado

**STAFF MEMBERS PRESENT:**

Alaniz, Avila, Chastain, Iriarte, James, Lew, Montejano, Patlan, Solis

**1. OPENING CEREMONIES**

**1.1. Welcome and Call to Order**

Mayor Reynosa called the meeting to order at 6:31 p.m.

**1.2. Invocation**

The Invocation was led by Chaplain Garcia.

**1.3. Pledge of Allegiance**

The Pledge of Allegiance was led by Chief Chastain.

**2. AGENDA CHANGES OR DELETIONS**

*To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).*

None.

**3. REQUEST TO ADDRESS COUNCIL**

*This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.*

Patricia Aguilar approached the podium to submit a petition for a pedestrian bridge at the roundabout site.

Pastor Garcia approached the podium to thank city staff for their hard work and express gratitude for the city's public safety staff.

#### **4. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.*

##### **4.1. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

##### **RECOMMENDATION**

Council to review and approve the City Council meeting minutes of March 12, 2024 as presented.

##### **4.2. SUBJECT**

**Authorization to Purchase Solar Streetlights for the Delgado Park Neighborhood (JW)**

##### **RECOMMENDATION**

Council to authorize the Public Works Director to purchase 15 solar streetlights totaling \$150,000 for the Delgado Park Neighborhood.

##### **4.3. SUBJECT**

**Resolution No. 2024-17 Authorizing Subaward Agreement for FY 2020 State Homeland Security Grant (AI)**

##### **RECOMMENDATION**

Council to approve Resolution No. 2024-17 authorizing Subaward Equipment Agreement with the County of Tulare for the purchase of (5) Motorola APX 4000 Portable Radios in the amount of \$17,139 from the FY 2020 State Homeland Security Grant Program.

##### **4.4. SUBJECT**

**Resolution No. 2024-18 Authorizing Submittal of the 2022/2023 Home Investment Partnership Program (HOME) Application (GA)**

##### **RECOMMENDATION**

Council to adopt Resolution 2024-18 authorizing submittal of an application to the California Department of Housing and Community Development (HCD) in the amount of \$2,000,000 for the First Time Homebuyer and Housing Rehabilitation Programs.

**4.5. SUBJECT**

**Resolution No. 2024-19 Authorization to Enter Into Agreement for Acquisition of Golf Course Equipment (KS)**

**RECOMMENDATION**

Council to adopt Resolution No. 2024-19 authorizing the Administrative Services Director to enter into an agreement for acquisition of new golf carts and lawn maintenance equipment for Ridge Creek Golf Course.

A motion was made by Council Member Thusu, second by Council Member Launer, to review and approve the Consent Calendar as presented.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu

Absent: Prado

**5. WARRANT REGISTER**

**5.1. SUBJECT**

**Warrant Register March 15 & 22, 2024 (KS)**

**RECOMMENDATION**

Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, second by Vice Mayor Nerio-Guerrero, to review and approve the Warrant Register as presented.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu

Absent: Prado

**6. DEPARTMENT REPORTS**

**6.1. SUBJECT**

**Successor Agency Resolution No. 2024-1 Authorizing the Refunding of 2014 Tax Allocation Bonds for Debt Service Savings (KS)**

**RECOMMENDATION**

Successor Agency to adopt Resolution No. 2024-1 authorizing the issuance and sale of Tax Allocation Refunding Bonds in an amount of not to exceed \$11,000,000, approving the form of an Indenture of Trust and a form of Escrow Agreement, and authorizing certain other actions in connection therewith.

Administrative Services Director, Solis introduced Rick Brandis, Managing Director for Oppenheimer & Co. Inc. Brandis presented a Refinance Report that proposes the refinancing of 10.2 million dollars in debt from the Tax Allocation Refunding Bonds of 2014.

Solis reported the refinancing would reduce the overall interest rates with no change in terms; and a savings to the City's General Fund of approximately \$152,000.

A motion was made by Council Member Thusu, second by Council Member Launer, for the Successor Agency to adopt Resolution No. 2024-1 authorizing the

issuance and sale of Tax Allocation Refunding Bonds in an amount of not to exceed \$11,000,000, approving the form of an Indenture of Trust and a form of Escrow Agreement, and authorizing certain other actions in connection therewith.

Ayes: Launer, Nerio-Guerrero, Reynosa, Thusu  
Absent: Prado

## **7. MAYOR/COUNCIL REPORTS**

Council Member Thusu reported attending the BBQ & Brews event, a meeting in Burbank, and will attend the TCRTA finance committee meeting this Thursday.

Council Member Launer attended the BBQ & Brews event, an Environmental Policy meeting in Burbank, and a Valley Voice event in Sacramento.

Vice Mayor Nerio-Guerrero attended the BBQ & Brews event and the Kings River Basin meeting.

Mayor Reynosa attended the TCAG meeting and the Council of Cities meeting. Reynosa attended the BBQ & Brews event and thanked the volunteers who helped. Reynosa Congratulated Jesse Martin the KJUGS hometown hero and Joanne Bear Woman of the Year for Safety in District 4.

## **8. CITY MANAGER COMMUNICATIONS**

City Manager Patlan reported the Patio Bar remodel at the golf course is almost complete. A soft opening is scheduled for April 12th and a VIP event on April 11th.

## **9. CITY STAFF COMMUNICATIONS**

Assistant City Manager James reported that all lights at KC Park have been installed.

Patlan added, that 15 lights for the Delgado Park area have been approved.

Police Chief Iriarte shared that two new officers started orientation last week and are now in-field training. Iriarte reported a new Administrative Sergeant has been selected to replace Sergeant Vela who is retiring on April 28th. Iriarte shared that two new Special Forces Detectives specializing in gangs and violent crimes have been selected.

Fire Chief Chastain reported that the new Fire Inspector started yesterday and will be presented at the next Council meeting. Chastain shared that Sabrina Scheer submitted her resignation, her last day will be April 2nd.

Public Works Director Avila shared that the Spring Clean-up event went well and that Public Works will be recruiting for a Building Inspector.

City Attorney Lew reported that the Supreme Court is hearing a case related to social media use involving City Managers and School Board Members. Lew will keep the staff and Council informed.

Administrative Services Director Solis reported conducting final interviews for a Temporary full-time Billing Clerk. Solis shared that CSET conducted their final Payment Assistance Workshop at city hall. Solis shared that in 4-6 weeks the city will receive arrearage funding of \$6,300 for delinquent utility accounts.



## **10. CLOSED SESSION**

### **10.1. Conference with Labor Negotiators (MA)**

Pursuant to GC Subdivision 54957.6; Agency designed representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

No reportable action.

## **11. ADJOURNMENT**

The meeting was adjourned at 7:38 p.m.



## City Council Staff Report

Department: CITY CLERK

March 26, 2024

**To:** Mayor and City Council  
**From:** Maria Alaniz, City Clerk/Human Resources Director  
**By:** Lupe Montejano, Billing and Collections Supervisor  
**Subject:** Approval of City Council Meeting Minutes (MA)

### RECOMMENDATION

Council to review and approve the City Council meeting minutes of March 12, 2024 as presented.

### EXECUTIVE SUMMARY

None.

### OUTSTANDING ISSUES

None.

### DISCUSSION

None.

### FISCAL IMPACT

None.

### PUBLIC HEARING

None required.

### ATTACHMENTS:

Description

[City Council Meeting Minutes, March 12, 2024](#)



**March 12, 2024  
MINUTES**

**COUNCIL MEMBERS PRESENT:**

Launer- via Zoom, Nerio-Guerrero, Prado, Reynosa, Thusu

**COUNCIL MEMBERS ABSENT:**

None.

**STAFF MEMBERS PRESENT:**

Alaniz, Avila, Chastain, Hurtado, Iriarte, James, Lew, Montejano, Patlan, Solis, Watts

**1. Work Session - 6:00 PM**

- 1.1.** Informational presentation of proposed 120-unit multifamily project on 5.75 acres of land on Surabian Drive, West of Alta Ave. (KSch)

Mayor Reynosa opened the Work Session at 6:00 p.m.

Karl Schoettler, City Planning Consultant presented information on a proposed 120-unit multifamily development complex on 5.75 acres on Surabian Drive West of Alta Avenue. Schoettler advised that this is an informational session before it formally goes to the Planning Commission.

Mayor Reynosa closed the Work Session at 6:16 p.m.

**2. OPENING CEREMONIES**

- 2.1.** Welcome and Call to Order

Mayor Reynosa called the meeting to order at 6:30 p.m.

- 2.2.** Invocation

The invocation was led by Chaplain Garcia.

- 2.3.** Pledge of Allegiance

The pledge of allegiance was led by Council Member Thusu .

**3. AGENDA CHANGES OR DELETIONS**

*To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).*

Agenda changes include the continuation of Item 12.1, Closed Session, and the cancellation of Item 4.1, the Recognition of Retired Grounds Maintenance Worker II.

#### **4. PRESENTATIONS/CEREMONIAL MATTERS**

##### **4.1. Recognition of Retired Grounds Maintenance Worker II, Joe Bueno (SH)**

The item was removed.

#### **5. REQUEST TO ADDRESS COUNCIL**

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George Stallus approached the podium to ask the City Council to reconsider the roundabout project at Alta and Kamm. Stallus is concerned about children's safety and asked the Council to reevaluate the roundabout project.

Patricia Aguilar approached the podium to ask the Council to consider a pedestrian bridge over the Alta and Kamm roundabout. Aguilar reported that she has begun a petition that opposes the roundabout.

#### **6. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.*

##### **6.1. SUBJECT**

**Approval of City Council Meeting Minutes (MA)**

##### **RECOMMENDATION**

Council to review and approve the City Council meeting of February 27, 2024 as presented.

##### **6.2. SUBJECT**

**Resolution No. 2024-15 Authorizing and Designating the City Manager, Public Works Director to Execute a Funding Agreement for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project (GA)**

##### **RECOMMENDATION**

Council adopt Resolution No. 2024-15 authorizing and designating the City Manager, Public Works Director or their designee to enter into a funding agreement with the State Water Resources Control Board as a condition of the \$10,611,819 grant awarded for the Dinuba Wellfield Groundwater Quality Improvement and Sustainability Project.

**6.3. SUBJECT**

**Resolution No. 2024-16 Approving Amendments to the Fixed Asset Policy (KS)**

**RECOMMENDATION**

Council to adopt Resolution No. 2024-16 approving amendments to the City's Fixed Asset Policy.

**6.4. SUBJECT**

**Notice of Completion - FY 22/23 Street Reconstruction Project (JW)**

**RECOMMENDATION**

Council to accept the FY 22/23 Street Reconstruction Project as complete and authorize the City Engineer to file a Notice of Completion with the Tulare County Recorder's Office.

A motion was made by Council Member Thusu, second by Council Member Prado , to review and approve the Consent Calendar as presented.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**7. WARRANT REGISTER**

**7.1. SUBJECT**

**Warrant Register March 1 & March 8, 2024 (KS)**

**RECOMMENDATION**

Council to review and approve the Consent Calendar as presented.

A motion was made by Council Member Prado , second by Vice Mayor Nerio-Guerrero, to review and approve the Warrant Register as presented.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**8. DEPARTMENT REPORTS**

**8.1. SUBJECT**

**Mid-Year Budget Report and Budget Amendments for Fiscal Year 2023/2024 (KS)**

**RECOMMENDATION**

Council to take the following action by one motion:

1. Accept the Fiscal Year 2023/24 Mid-Year Financial Report; and,
2. Adopt Resolution No. 2024-14 approving budget amendments for Fiscal Year 2023/24.

Administrative Services Director Solis presented the Mid-Year Budget Report and Budget Amendments for the fiscal year 2023/2024, period ending

12/31/2023. Solis reported that all revenues and expenditures are on target.

A motion was made by Council Member Thusu, second by Vice Mayor Nerio-Guerrero, to accept the Fiscal Year 2023/24 Mid-Year Financial Report and adopt Resolution No. 2024-14 approving budget amendments for Fiscal Year 2023/24.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**8.2. SUBJECT**

**Authorization to Purchase Playground Equipment and other Amenities for Viscaya Park Improvements Project (JW)**

**RECOMMENDATION**

Council to authorize the Parks & Community Services Director to purchase playground equipment and other amenities for the Viscaya Park Improvements Project.

City Engineer Watts reported that the city received two grants, the Urban Greening Grant and the Land and Water Conservation Fund a total of \$5.2 million to develop a neighborhood park. Watts reported that to ensure that the playground equipment arrives on time, staff is requesting authorization to begin purchasing equipment through a purchasing cooperative.

Patlan recognized Hurtado and Watts for their hard work in getting this project underway.

A motion was made by Council Member Thusu, second by Council Member Prado , to authorize the Parks & Community Services Director to purchase playground equipment and other amenities for the Viscaya Park Improvements Project.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

**8.3. SUBJECT**

**Stop Warrant Analysis for Various Intersections (JW)**

**RECOMMENDATION**

Council to receive informational report on traffic warrant analysis prepared for various intersections, and take the following action:

1. Adopt Resolution No. 2024-07 authorizing the installation of stop signs at the intersection of Tulare Street and Uruapan Drive.

City Engineer Watts reported that a traffic analysis was conducted at five intersections to determine whether a stop or traffic control measures were necessary. Watts reported the analysis determined that a multi-way stop sign was necessary at the intersection of Tulare Street and Uruapan Drive.

Council Member Launer requested that staff contact the Baptist Church to reduce their bushes to allow for better visibility.

A motion was made by Council Member Prado , second by Vice Mayor Nerio-Guerrero, to adopt Resolution No. 2024-07 authorizing the installation of stop signs at the intersection of Tulare Street and Uruapan Drive.

Ayes: Launer, Nerio-Guerrero, Prado , Reynosa, Thusu

## **9. MAYOR/COUNCIL REPORTS**

Council Member Thusu reported he will be attending the Revenue Taxation meeting on March 21st. Thusu shared that he is part of the National League of Cities, The Small Cities Council, and the Finance Committee for the TCRTA. Thusu advised that Dial a Ride will be available as of April 1st, through an app. Thusu shared that he participated and read to students at Wilson Elementary School.

Council Member Launer reported attending the EDC reception with Vice Mayor Nerio-Guerrero. Launer reported that she is currently in Sacramento for Valley Voice. Launer will participate in the Brew's event and will be traveling to Burbank next week.

Council Member Prado reported that the boy's High School Basketball team won the Valley Championship. Prado thanked Director Hurtado for a great Basketball season. Prado asked if anyone was available to attend the Economic Development Meeting in his place. Prado congratulated Fire Chief Chastain on his promotion.

Vice Mayor Nero-Guerrero reported attending the Women's Empowerment luncheon and the Parks and Recreation Basketball game. Nerio-Guerrero congratulated Chief Chastain on his promotion.

Mayor Reynosa reported attending the Korean Independent Movement Celebration and the LAFCO meeting.

## **10. CITY MANAGER COMMUNICATIONS**

City Manager Patlan reported attending the Economic Development Summit where there was a presentation on the local, state, and federal economy. Patlan will forward the presentation link. Patlan reported that Fire Chief Chastain is now the permanent Fire Chief and that Steve Barron is back from leave. Patlan reported that Congress passed the budget and funding was approved for the Sierra Way Sewer Project.

## **11. CITY STAFF COMMUNICATIONS**

Assistant City Manager James reported that the Alta Historical Society and the Lions Club events are upcoming and reminded staff that the Women's Club event is this weekend.

Administrative Services Director Solis shared that the budget process is in progress.

City Attorney Lew reported that he is working with staff on various issues.

Public Works Director Avila reminded Council that the Spring Clean-up is scheduled for March 23rd. Avila will be conducting final interviews for Administrative Assistant this Thursday.

City Engineer Watts shared that road striping work is being completed overnight. Watts reported that Monte Bella Phase II is moving fast and that the Fire training facility and the Viscaya project are soon going out to bid.

Director Hurtado reported that she attended a CPRS Conference and made good connections. Hurtado shared that the BBQ Fest is this Saturday.

Fire Chief Chastain reported that his department has opened an internal recruitment for Fire Captain. Chastain shared that firefighters will attend the Reedley College Job Fair, Lincoln School Career Day and Fire staff participated in Kid's Day.

Police Chief Iriarte reported that two new police officers will start this Sunday. Iriarte reported that staff will attend the Fresno State Career Fair, the Reedley College Job Fair, and other community events. Iriarte reported that the Community Volunteers participated in Kid's Day.

## **12. CLOSED SESSION**

### **12.1. Conference with Labor Negotiators (MA)**

Pursuant to GC Subdivision 54957.6; Agency designated representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees Association; Firefighters Association; and Police Association

The item was continued to the next Council meeting.

## **13. ADJOURNMENT**

Mayor Reynosa adjourned the meeting at 7:29 pm.





## City Council Staff Report

Department: ENGINEER/PLANNING

March 26, 2024

**To:** Mayor and City Council  
**From:** Jason Watts, City Engineer  
**Subject:** Authorization to Purchase Solar Streetlights for the Delgado Park Neighborhood (JW)

### RECOMMENDATION

Council to authorize the Public Works Director to purchase 15 solar streetlights totaling \$150,000 for the Delgado Park Neighborhood.

### EXECUTIVE SUMMARY

On May 9, 2023, staff presented a lighting study for the neighborhood around Delgado Park. Based on this analysis, it was determined that up to 52 new lights were needed to provide sufficient nighttime lighting in and around the Delgado Park area. Staff is requesting authorization to purchase up to 15 solar lights to be installed in this neighborhood.

### OUTSTANDING ISSUES

None.

### DISCUSSION

4Creeks Engineering conducted a lighting study in and around the Delgado Park neighborhood area. The study determined that a total of 52 new lights were needed in order to provide sufficient nighttime lighting in the area. The map showing the areas in need of lighting is enclosed herein as Attachment 'A'. This analysis was presented to the City Council at a workshop on May 9, 2023.

The analysis consisted of researching the locations of all existing streetlights as well as identifying lighting deficiencies. 4Creeks performed a nighttime drone analysis of the area to determine lighting deficiencies. Based on the analysis, staff identified the need for an additional 52 streetlights to provide sufficient nighttime lighting.

Additionally, in order to help illuminate this area staff is in discussions with PG&E to swap existing High-Pressure Sodium (HPS) streetlights with Light Emitting Diode (LED) fixtures which will also help add ample lighting with the existing infrastructure in place.

Staff is proposing to purchase 15 solar streetlights totaling \$150,000. These lights will be installed strategically around the Delgado Park Neighborhood. The initial placement of streetlights will focus on Q Street, Green Avenue, S. O Street, Vasser, and Uruapan Avenue. Funding of additional solar lights will be included in future budgets.

Staff will be purchasing the solar streetlights using the noncompetitive bidding process. Pursuant to Paragraph O, Subsection B.5 of the City's Purchasing Policy enclosed as Attachment 'B', staff can use noncompetitive bidding when an item is available only from a single source. In this case, the solar streetlight that the City is proposing to purchase is exclusively manufactured by Clearworld. The company currently has a patent (US 8, 714, B2) on the wrapped style of solar streetlights that the City has been using in other areas of the community.

**FISCAL IMPACT**

The City budgeted \$150,000 in federal ARPA funds in FY 23/24 for the purchase of solar streetlights.

**PUBLIC HEARING**

None.

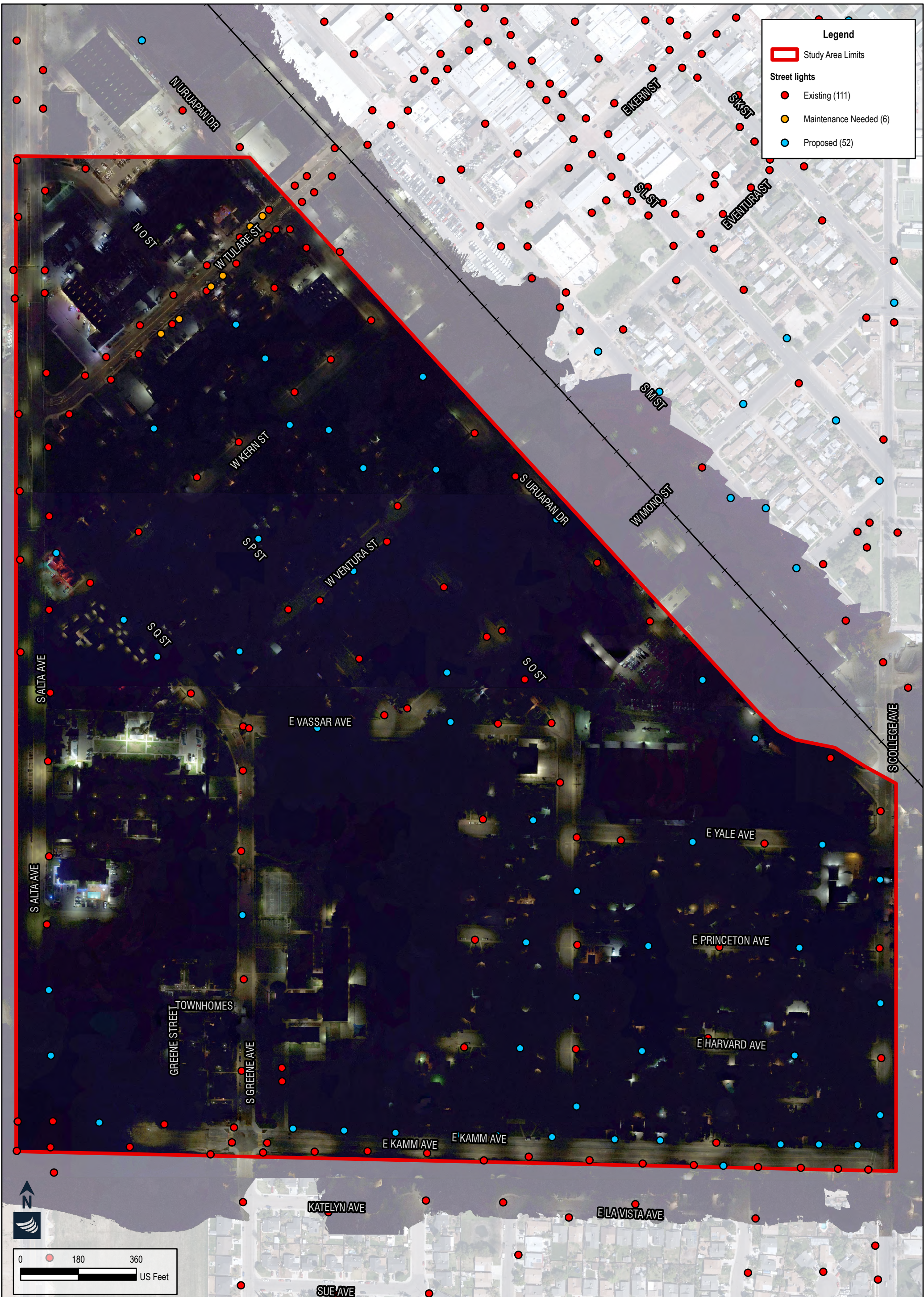
**ATTACHMENTS:**

Description

[A. Streetlight Exhibit](#)

[B. Resolution No. 2023-03](#)







Attachment 'A'

**RESOLUTION 2023-03**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA  
APPROVING AND ADOPTING THE PURCHASING POLICY**

**WHEREAS**, the City Council recognizes the importance of establishing a comprehensive policy for the procurement of services and materials; and

**WHEREAS**, the City Council believes it is in the best interest of the City to have a policy in place to give guidance for the procurement of services and assets; and

**WHEREAS**, an addendum to the purchasing policy was executed on October 23, 2018 to add a procurement thresholds for construction contracts; and

**WHEREAS**, an addendum to the purchasing policy was executed on June 25, 2019 to increase the purchase order threshold from \$2500 to \$5,000; and increase the bidding thresholds for materials or services to account for inflation and to be in line with other cities; and conform to the Uniform Guidance set forth by the Federal Purchasing Policy for the procurement of federal grants; and

**WHEREAS**, a purchasing policy update is required to include a provision for the appeal of the award of bids; and

**WHEREAS**, a purchasing policy amendment is necessary to update the steps for a comprehensive review of vendor purchases:

**NOW, THEREFORE, BE IT RESOLVED**, the Dinuba City Council hereby resolves that the amended Purchasing Policy (Attachment "A"). is hereby adopted.

**PASSED, APPROVED AND ADOPTED** this 10<sup>th</sup> day of January 2023, at a regular meeting of the Dinuba City Council by the following vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b> Nerio-Guerrero, Reynosa, Prado, Thusu, Launer
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b> None
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b> None
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b> None

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# **CITY OF DINUBA**

## **PURCHASING POLICY AND PROCEDURE MANUAL**

### **A. PURPOSE AND SCOPE**

The purpose of this Purchasing Policy for the City of Dinuba, California, is to provide guidelines and procedures for the purchase of supplies and equipment, to secure for the City supplies and equipment at the lowest possible cost commensurate with the quality needed, to exercise positive financial control over purchases, and to clearly define authority in purchasing decisions. The City Manager is empowered to make all purchases and award all contracts not in excess of \$35,000 (as adjusted herein), but may delegate the responsibility. All City Department Directors will be responsible for following the correct applicable purchasing procedures.

### **B. ETHICS**

City employment in a purchasing or material management position is a public trust and requires all such employees to maintain a special awareness of that trust. Each employee must avoid a conflict or appearance of a conflict between their public employment and their private lives. They must avoid any action, whether or not specifically prohibited by this or other instruction or law, which results in or can reasonably be expected to create the appearance of:

1. Using public office for private gain;
2. Giving preferential treatment to any person or entity;
3. Purchasing items at the City's discounted price for personal use;
4. Impeding City efficiency or economy;
5. Making a City decision outside official channels; or
6. Adversely affecting the confidence of the public in the integrity of City government.

### **C. CONFLICT OF INTEREST**

When a city employee or manager is involved in a procurement activity by inviting or evaluating offers from a supplier or contractor with whom he or she has some pecuniary or personal interest or personal bias against, he or she is obliged to declare that interest or bias to the City Manager and distance himself or herself from any further involvement in that negotiation. Pecuniary interests include the form of share holdings, partnerships, or offering some form of financial support to that supplier. Personal interests include the involvement of immediate family in the supplier's operation either as shareholders or employees.

Purchasing supplies, materials or services by using the City and/or any of the City's credit accounts as a means of obtaining a discounted price for personal gain is strictly prohibited.

#### **D. DEFINITIONS**

1. Post-Consumer Recovered Material – A finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life-cycle as a consumer item, and does not include manufacturing or converting wastes.
2. Pre-Consumer Recovered Material – Material or by-products generated after the manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
3. RFP - Request for Proposals - An RFP may be used to request proposals from qualified bidders to provide a professional service or product to the City. An RFP may contain an understanding of the scope of work to be performed, background and qualifications of the firm submitting the proposal, listing of licenses and qualifications, biographical sketches of the key employees, and the costs proposed.
4. RFQ - Requests for Qualifications - An RFQ may be used to establish an approved list of specialists. An RFQ will request the specialists to submit details of their qualifications, licensure, staffing of their agencies, and possibly references.

#### **E. PURCHASING**

The Administrative Services Director shall act as the Purchasing Agent for the City. Under the administrative direction of the City Manager, the Purchasing Agent may:

1. Purchase or contract for supplies and equipment required in accordance with purchasing procedures herein described or any other rules and regulations proscribed by the City Manager or the City Council.
2. Assist City Staff in negotiating and recommending executing contracts for the purchase of supplies and equipment.
3. Act to procure for the City the needed quality in supplies and equipment at the least reasonable expense to the City.
4. Obtain as full and open competition as possible on all purchases.
5. Join with other government units in cooperative purchasing plans when the best interests of the City would be served thereby.
6. Assist City Staff with the inspection of supplies and equipment purchased to insure conformance

with specifications.

#### **F. COMPREHENSIVE POLICY**

All purchases made by all departments within the City of Dinuba are covered under this policy, except as listed in Section H of this policy. No competitive bidding is required for specialized services, or for any products or services the total purchase of which is under the amount of \$34,999. For purchases totaling between the amounts of \$35,000 and \$84,999, informal bid procedures apply, as listed in Section I of this Policy. For purchases totaling \$85,000, or greater, see Section J. The amounts in this Policy are exclusive of taxes and/or shipping charges.

Contracts for construction shall follow the procedures as defined in this document for "informal" and "formal" procurements but shall have bidding thresholds that are reflective of the construction market. For purchases under the amount of \$60,000, no competitive bidding is required; however, staff is directed to their due diligence to ensure the City is receiving the best price available. Whenever practical, obtaining more than one quote is preferred. For purchases between the amounts of \$60,000 and \$199,999 informal bidding procedures apply. For amounts \$200,000 and above, formal bidding procedures will apply as outlined in section J of this document.

Preferences may be given to local vendors and contractors, even though their bid price for goods or services are higher than the lowest responsible bid, if the local bid is within five percent of the lowest responsible bid received. (Ord. 2008-06)

At a minimum of once every three (3) years, the Purchasing Agent shall review the cumulative purchases from each vendor for the prior 3 years. Should it be determined, based on that review, that it is in the City's best interest to issue a new request for proposal such proposal shall be issued in a timely manner.

#### **G. RECYCLING**

All City Departments shall use recycled products and recyclable products whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled material.

1. The City shall require its contractors and consultants to use and specify recycled products and recyclable products in fulfilling contractual obligations whenever practicable.
2. Contractors shall provide certification of the content of recycled and recyclable materials and report of the amounts used.
3. It is recommended that, whenever practical and fiscally responsible, to purchase products which contain, in order of preference, the following:
  - a. The highest percentage of recycled content of post-consumer recovered material, available

in the marketplace.

- b. The highest percentage of "pre-consumer recovered material" available in the marketplace.

4. Caveats:

- a. Nothing contained in this policy shall preclude user departments from specifying "recycled" material content as a bid specification.
- b. Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.
- c. Nothing in this policy shall be construed as requiring a department or contractor to procure products where the warranty for recycled products is not equal to virgin products or where the recycled material voids, shortens, interrupts, or cancels warranty of other supplies or units of components.

#### **H. EMERGENCY PROCUREMENT**

In case of a great public disaster or emergency, the Council may declare an emergency, suspend the normal requirements of this Purchasing Policy, and authorize the City Manager to proceed without advertising for bids or quotations. The City Manager shall retain all requisitions and delivery records and shall, within a reasonable time, present them along with a full written explanation of circumstances necessitating the expenditures to City Council to be filed for public record.

#### **I. INFORMAL BIDDING PROCEDURES - FOR PURCHASES \$35,000 TO \$84,999**

Purchases within this category require written quotes from at least three qualified vendors or professionals. Written quotations shall indicate what items or services will be provided, the name of the company, the name of the person and his/her authority to quote prices, and the applicable prices. In the event that three qualified providers cannot be located, a memorandum to that effect shall be placed in the file to document this fact.

Contracts or purchases will be to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

Documentation of the quotations shall be submitted to the Administrative Services and Public Works Director along with the invoice for payment. All documentation shall be held by the requesting Department Director for a period of one year from the date of purchase.



## **J. FORMAL BIDDING PROCEDURES - FOR PURCHASES ABOVE \$85,000**

All single purchases falling within this category shall go through a formal bidding process. Purchases or services shall be by written contract or agreement with the lowest responsible bidder pursuant to the procedure hereinafter proscribed.

The requesting Department Manager shall receive authorization from the City Manager to go out to bid. Upon receiving the authorization, the Department Manager shall develop the necessary specifications to prepare the bid package. Projects that involve public works or require engineering and/or other permits shall be reviewed by the Public Works Director prior to soliciting bids.

1. **Notice Inviting Bids:** Notices inviting bids shall include a general description of the articles to be purchased or the services to be provided, shall state where bid blanks and specifications may be secured, and the time and place for opening of the bids.

Notices inviting bids shall be published at least ten days before the date of the opening of bids; the opening of the bids shall be published at least twice not less than five days apart in the newspaper of general circulation in the area.

The requesting Department Manager shall also solicit sealed bids from all responsible prospective suppliers whose names are on the Bidder's List, who have made written request that their names be added thereto, or who have been determined to meet the appropriate qualifications.

2. **Bidder's Security:** When required, bidder's security may be proscribed in the public notices inviting bids. Bidders shall be entitled to return of bid security, provided, however, that a successful bidder shall forfeit his/her bid security upon his/her refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless in the latter event the City is solely responsible for the delay in executing the contract. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the City to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

3. **Award of Bids:** Contracts or purchases will be awarded to the lowest responsible bidder or vendor meeting specifications. A staff report will be prepared for the City Manager detailing the need, the bid procedures performed, and recommending the contractor or vendor. Council will make the ultimate decision as to the award of the contract/purchase.

## **K. OPEN PURCHASE ORDERS**

An Open Purchase Order (Blanket Purchase Order) is a Purchase Order placed with a vendor for a specified length of time, usually one fiscal year, authorizing the sale of materials to an authorized employee of the City, according to listed conditions. Open Purchase Orders may not be placed for items or services totaling over \$35,000, except as otherwise provided in this policy or specifically authorized by the City Manager or City Council.

An Open Purchase Order will be placed with numerous vendors the City deals with on a regular basis. A list of Open Purchase Orders will be provided by the Administrative Services Director to each Department at the beginning of each fiscal year. Department Managers may request additional Open Purchase Orders at that time, or at any time during the year when new vendors are authorized. This policy is intended to facilitate efficient operation in situations where personnel frequently find it necessary to purchase materials and supplies.

#### **L. COOPERATIVE PURCHASING**

The City has authorized the Purchasing Agent, by resolution, to participate in the purchase of products through the State of California Department of General Services and the County of Tulare. The intent is to provide the best possible prices for the City, while complying with applicable laws and regulations and the policies herein presented. He/she is also authorized to participate in the purchase of products through other Governmental Agencies who go through the competitive bidding process for materials.

#### **M. PAYMENT OF ACCOUNTS**

City employees or representatives shall receive an invoice or receipt for any supplies or services received. It shall clearly describe the materials or services purchased, date of purchase, and the total price. The employee or representative shall review the invoice and deliver it to the Department Head or his/her designee for approval. The Department Head shall provide the appropriate accounting expenditure code to be assigned and will approve and forward the invoice to the Administrative Services Department. For purchases exceeding \$5,000, a Purchase Order must be prepared and approved by the Department Director and the Administrative Services Director unless an Open Purchase Order is in place.

The Administrative Services Department shall prepare payments to vendors and the Administrative Services Director will determine the schedule for payment due from the City. Payments for all approved invoices will be made not less than twice per month, but may be made on a weekly basis if work schedules permit. A listing containing, at a minimum, the names of payees and the amounts of the warrants, will be submitted to Council for inclusion in the consent calendar of the agenda.

#### **N. PETTY CASH**

Each City Department Director has at least one Petty Cash Fund for the purpose of making purchases from local vendors when the item costs less than \$80.00. The Administrative Services Director will verify expenditures from receipts and will replenish each Department's Petty Cash Fund when requested, but in no case more than twice each month. For more information please refer to the City's Petty Cash Procedures.

#### **O. FEDERAL REQUIREMENTS**

This section shall apply to the awarding of sub-grants and contracts by the City stemming from federal grants to the City. This section shall have the same application on the awarding of sub-grants and contracts by the City stemming from state, county or other non-federal government entity grants originating as federal grants.

1. The City shall maintain a contract administration system which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
2. The City shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent of the City shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the below has a financial or other interest in or a tangible personal benefit from a firm considered for award
  - a. The employee, officer or agent;
  - b. Any member of his or her immediate family;
  - c. His or her partner; or
  - d. An organization which employs, or is about to employ, any of the above.
3. The City's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Such a conflict will not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The City's standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the City.

4. The City shall not enter into a contract with a non-Federal entity that has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean due to relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
5. The City shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economic purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
6. The City shall consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
7. The City shall consider using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
8. The City shall consider using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
9. The City shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
10. The City shall maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
11. The City shall use time and material type contracts only:
  - a. After a determination is made that no other contract is suitable; and
  - b. If the contract includes a ceiling price the contractor exceeds at their own risk. Time and materials type contract means a contract whose cost to the City is the sum of:
    - i. The actual cost of materials; and
    - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
  - c. Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the City must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

12. The City alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

A. Competition.

1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements.
2. The City shall conduct procurements in a manner prohibiting the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. The City shall have written procedures for procurement transactions. These procedures will ensure that all solicitations:
  - a. Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description must not, in competitive procurements, contain set forth those features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
  - b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. The City shall ensure prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open

and free competition. The City shall not preclude potential bidders from qualifying during the solicitation period.

B. Methods of Procurement to be Followed. The City shall use one of the following methods of procurement:

1. Procurement by Micro-Purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and adjusted periodically for inflation. As of September 2022, the micro-purchase threshold is \$10,000.
2. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the simplified acquisition threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and periodically adjusted for inflation. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. As of September 2022, the simplified acquisition threshold is \$250,000. The City's comprehensive policy, as outlined in section F of this document shall be adhered to.
3. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  - a. For sealed bidding to be feasible, the following conditions should be present:
    - (1) A complete, adequate, and realistic specification or purchase description is available;
    - (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
    - (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
  - b. If sealed bids are used, the following requirements apply:
    - (1) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
    - (2) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services for the bidder to properly respond;
    - (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
    - (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost and life cycle costs shall be considered in determining which bid is

lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(5) If there is a sound documented reason, any or all bids may be rejected.

4. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- b. Proposals will be solicited from an adequate number of qualified sources;
- c. The City shall conduct technical evaluations of the proposal received and for selecting awardees;
- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
- d. After solicitation of multiple sources, competition is determined inadequate.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms.

- a. The City shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- b. Affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.

7. Contracts Cost and Price.

- a. The City shall perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City shall make independent estimates before receiving bids or proposals.
- b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E – Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- c. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

8. Federal Awarding Agency or Pass-Through Entity Review.

- a. The City shall make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding



agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for purchase.

- b. The City shall make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
    - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
    - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
    - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
    - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    - (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
  - c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.
9. Bonding Requirements. For public projects, the City shall require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.
  10. Contract Provisions. The City's contracts shall contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

#### **P. PENTALTIES, SANCTIONS OR DISCIPLINARY ACTIONS FOR VIOLATIONS**

Violations by the grantee, grantee's officers and employees will be subject to the disciplinary actions prescribed in "Chapter 13: Disciplinary Procedures" included in the City of Dinuba's Personnel Policies and Practices Manual.

#### **Q. APPEALS OF AWARD OF BIDS**

Because it is essential that bidders, offerors, and contractors have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the Purchasing Division to offer all bidders, offerors, and contractors the opportunity to appeal award of purchase of contracts.

The following procedures shall apply in regard to appeals by prospective bidders, offerors, or contractors:

1. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City of Dinuba Purchasing Agent and/or the Chief Financial Officer.
2. Appeals must be submitted in writing within five (5) working days after such aggrieved person knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto.
3. Appeals shall be submitted to the City of Dinuba Purchasing Agent, 405 E. El Monte Way, Dinuba, CA 93618. Appeals should address only areas regarding bid contradictions procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in rating process, and inappropriate or unfair competitive procurement grievance regarding the bid process.
4. The City of Dinuba Purchasing Agent or Chief Financial Officer shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of contract. The Purchasing Agent will provide a written response to the complainant within five (5) working days unless the complainant is notified more time is required.
5. If the protest cannot be resolved by mutual agreement, or if the protesting bidder is not satisfied with the decision of the Purchasing Agent and/or Chief Financial Officer, he/she shall have the right to appeal to the City Manager within five (5) business days after notification of the Purchasing Agent's decision.
6. If the protesting bidder is not satisfied with the decision of the City Manager, the final level of appeal is with the City Council. Complainant may appear at the City Council meeting to be heard by Council.
7. In general, the filing of a protest should cause the solicitation proceedings, which are subject to protest, to be halted until the appeal is resolved. In order to allow essential City functions to continue, the City may proceed with the solicitation or award of contract, despite the protest, upon an adequate determination in writing by the City's Purchasing Agent or Administrative Services Director that such action is necessary. It is expected that such determination will occur only in those few circumstances where it is necessary to protect a substantial interest of the City of Dinuba.
8. In an effort to limit frivolous protests, protesters who file two (2) protests within twelve (12)

calendar months, whose protests are not resolved in their favor, may be withheld from future bid.

Revised Purchasing Policy January 10, 2023



## City Council Staff Report

Department: POLICE SERVICES

March 26, 2024

**To:** Mayor and City Council

**From:** Abel Iriarte, Chief of Police

**By:** Luz Torres, Administrative Assistant

**Subject:** Resolution No. 2024-17 Authorizing Subaward Agreement for FY 2020 State Homeland Security Grant (AI)

### RECOMMENDATION

Council to approve Resolution No. 2024-17 authorizing Subaward Equipment Agreement with the County of Tulare for the purchase of (5) Motorola APX 4000 Portable Radios in the amount of \$17,139 from the FY 2020 State Homeland Security Grant Program.

### EXECUTIVE SUMMARY

The City of Dinuba was awarded a Homeland Security Grant from the State Homeland Security Grant Programs (SHSGP) totaling \$17,139 to purchase needed equipment. The Dinuba Police Department is proposing to use the grant to purchase five (5) APX 4000 Portable Radios.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The City of Dinuba was awarded a State Homeland Security Grant in the amount of \$17,139. Grant funds are allocated to Tulare County and disbursed to the City of Dinuba through a Subaward Agreement. The City is proposing to use the grant funds to purchase five (5) APX 4000 Portable Handheld Radios for use by police officers.

Resolution No. 2024-17 enclosed herein as Attachment 'A' approves the Subaward Agreement and authorizes the City of Dinuba to accept the grant funds and purchase the APX 4000 Portable Radios.

### FISCAL IMPACT

The total cost of the 5 APX 4000 radios is approximately \$17,786. The FY 2020 Homeland Security award is for the amount of \$17,139, the excess costs of \$647.00 will be paid out of the general fund.

### PUBLIC HEARING

None.

### ATTACHMENTS:

Description

[A. Resolution No. 2024-17 Authorizing Purchase of APX 4000 Portable Radios](#)

**RESOLUTION NO 2024-17**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DINUBA  
AUTHORIZING THE POLICE DEPARTMENT TO USE FY 2020 STATE HOMELAND  
SECURITY GRANT SUBAWARD FUNDING FOR THE ACQUISITION OF  
(5) MOTOROLA APX 4000 PORTABLE RADIOS**

**WHEREAS**, the County of Tulare applied to the California Governor's Office of Emergency Services (CALOES) for the FY 2020 SHSGP grant, and has done

**WHEREAS**, as a sub-recipient of the subaward #2020-0095 grant, the City of Dinuba was awarded \$17,139 from State funds through the FY 2020 California State Homeland Security Grant Program ("SHSGP") through Federal grants from the Department of Homeland Security; and,

**WHEREAS**, the monies are to be expended for the enhancement of services by the Police Department to the betterment of the community; by allowing the purchase of equipment,

**NOW, THEREFORE, BE IT RESOLVED**, the Dinuba City Council hereby is committed to see that these funds are properly expended as follows:

Police Equipment – (5) Motorola APX 4000 Portable Radios

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024, at a regular meeting of the Dinuba City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**BY:**

**ATTEST:**

\_\_\_\_\_  
Mayor of the City of Dinuba

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

**Subaward Agreement Regarding FY 2020 State Homeland Security Grant Programs  
Funding for Equipment, Planning, Administration, Training and Exercises**

**THIS AGREEMENT** is entered into by and between the County of Tulare ("COUNTY") and City of Dinuba ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2020 ("FY 2020") California State Homeland Security Grant Program ("SHSGP") provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2020 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2020 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

**1. GRANT SUBAWARD.** Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2020 SHSGP Grant for the following program and/or activity:

**Department/Agency:** Dinuba Police Department

**Program/Activity:** (5) Motorola APX 4000 Portable Radios

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2020 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 20120 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any applicable attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

**2. PERFORMANCE PERIOD.** SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2012. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2022, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2020 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

**3. GRANT REQUIREMENTS AND ASSURANCES.** The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the "**CalOES Standard Assurances**" (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY may be required to impose some or all of these assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

**4. FEDERALLY-FUNDED SERVICES.** Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

**5. DISPOSAL OR DISPOSITION OF PROPERTY.** SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries of the project

or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

**6. SUBAWARDS AND CONTRACTS.** With the understanding that not all provisions may be applicable to subawardees, SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in full or part with FY 2020 SHSGP funds.

**7. DESIGNATED COUNTY AUTHORIZED AGENT.** Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2020 SHSGP (“COUNTY Authorized Agents”) are authorized to sign FY 2020 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

**8. PROOF OF SUBRECIPIENT AUTHORITY.** Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) SUBRECIPIENT is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if any\_ to ensure proper planning, management, and completion of the project described in this application; and
- (e) Official executing this Agreement is authorized by the SUBRECIPIENT.

**9. DISALLOWANCE AND OFFSET.** If, pursuant to this Agreement, SUBRECIPIENT requests or



receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 20120 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2020 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

**10. MONITORING AND REPORTS.** SUBRECIPIENT is responsible for oversight of the operations of the FY 2020 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2020 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2020 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2020 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

**11. MANDATORY DISCLOSURES.** Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

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

- (a) Knowingly presents or causes to be presented to COUNTY 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 COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY

- (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 COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**13. INSURANCE.** SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

**14. LIABILITY OF COUNTY.** COUNTY's payment obligations to SUBRECIPIENT for FY 2020 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

**15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.**

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, 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 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 COUNTY 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 SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, 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). SUBRECIPIENT'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 SUBRECIPIENT'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 SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT 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 defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'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. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT 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 SUBRECIPIENT'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) SUBRECIPIENT must indemnify and hold COUNTY 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 COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

## **16. TERMINATION**

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (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 which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2020 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing applicable obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT 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.

**17. RECORDS.** SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 20120 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees,

subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

**COUNTY:**

Andrew Lockman  
Emergency Services Manager  
Tulare County HHSA/Office of Emergency  
Services  
5957 S Mooney Blvd  
Visalia, CA 93277  
Phone No.: (559) 624-7498  
Fax No.: (559) 624-7499

**With a Copy To:**

COUNTY ADMINISTRATIVE OFFICER  
2800 W. Burrell Ave.  
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

**SUBRECIPIENT:**

Devon Popovich  
Police Chief  
680 S. Alta Avenue  
Dinuba, CA 93618  
Phone No.: (559) 591-5911  
Fax No.: (559) 591-5920

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 (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**19. CONFLICTS 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, 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, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

**20. MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

**21. EXHIBITS AND RECITALS.** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

**22. 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 in Tulare County, California.

**23. FURTHER ASSURANCES.** Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

**24. NO THIRD PARTY BENEFICIARIES.** 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.

**25. 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.

**26. 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.

**27. ORDER OF PRECEDENCE.** In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

**28. ASSIGNMENT.** This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2020 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

**29. COMPLIANCE WITH LAWS.** SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

### **30. CONFLICT OF INTEREST**

(a) SUBRECIPIENT 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 SUBRECIPIENT, from making any decision on behalf of COUNTY 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 COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

**31. COUNTERPARTS.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**32. CERTIFICATION AND ACKNOWLEDGEMENT:** The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year signed by the last Party below.

**CITY OF DINUBA**

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

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

ATTEST:

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

Approved as to form:

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

**COUNTY OF TULARE**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST: JASON T. BRITT  
County Administrative Officer/  
Clerk of the Board of Supervisors

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

Approved as to form: County Counsel

By: \_\_\_\_\_  
Deputy, Matter No. 20191550.



## **EXHIBIT A**



### **Standard Assurances For All Cal OES Federal Grant Programs**

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

#### **Federal Regulations**

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

#### **1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## **EXHIBIT A**

### **2. Period of Performance**

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

### **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

### **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

## **EXHIBIT A**

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

## **EXHIBIT A**

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

### **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

### **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

## **EXHIBIT A**

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

### **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

### **9. Access to Records**

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

## **EXHIBIT A**

### **10. Conflict of Interest**

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

### **11. Financial Management**

#### **False Claims for Payment**

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

## **EXHIBIT A**

### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

### **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

### **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



## **EXHIBIT A**

### **19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

### **20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

## **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



## **EXHIBIT A**

### **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### **25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### **27. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### **28. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

### **29. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### **30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

## **EXHIBIT A**

### **31. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **33. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## **EXHIBIT A**

### **IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: City of Dinuba

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: Maribel Reynosa

Title: Mayor Date: \_\_\_\_\_

## **EXHIBIT B**

### **Federally-Funded Services**

(Pursuant to Appendix II, 2 CFR Part 200)

**(1) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.(2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information.(4) The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction

## **EXHIBIT B**

by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

**(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148).** If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

**(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145).** SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

**(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** If this Agreement

## **EXHIBIT B**

involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(5) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(7) Debarment and Suspension (Executive Orders 12549 and 12689).** By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

**(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(9) Procurement of recovered materials.** Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that

## **EXHIBIT B**

contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(10) Records Retention and Access.** Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an

## **EXHIBIT B**

original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

*(c) Access to records.*

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.





## City Council Staff Report

Department: PUBLIC WORKS

March 26, 2024

**To:** Mayor and City Council

**From:** George Avila, Public Works Director

**By:** Elva Patino, Business Manager

**Subject:** Resolution No. 2024-18 Authorizing Submittal of the 2022/2023 Home Investment Partnership Program (HOME) Application (GA)

### RECOMMENDATION

Council to adopt Resolution 2024-18 authorizing submittal of an application to the California Department of Housing and Community Development (HCD) in the amount of \$2,000,000 for the First Time Homebuyer and Housing Rehabilitation Programs.

### EXECUTIVE SUMMARY

The California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) of \$120 million in HOME Program grants. Staff is requesting authorization to submit an application for \$2.0 million in HOME Program to augment funds for the City's existing First Time Homebuyer and Housing Rehabilitation Programs. Resolution No. 2024-18 authorizes staff to submit an application.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The Home Investment Partnership Program (HOME) Notice of Funding Availability (NOFA) provides an opportunity for funding of the following programs intended to predominantly benefit low- and moderate-income Californians:

#### Project Activities:

1. Multi-family Rental Projects (new construction and/or rehab)
2. First-Time Homebuyer Projects (subdivision development)

#### Program Activities:

1. First-Time Home Buyer (FTHB) Projects (construction financing and homebuyer mortgages assistance only).
2. Program Activities
  - First-Time Homebuyer (FTHB) program
  - Owner-Occupied Rehabilitation (OOR) program
  - Tennant-Based Rental Assistance (TBRA) program

The city has 22 households on an interest list for owner-occupied housing rehabilitation. Job costs range from \$85,000 to \$250,000 per unit depending on the extent of the repairs required. In addition, the city continues to receive interest in the City's First-Time Homebuyer Program and currently has one active loan on hold. First-Time Homebuyer Loans are an average of \$100,000 per unit.

The City proposes to apply for HOME funds for the following programs:

Owner Occupied Housing Rehabilitation	\$ 735,000
General Administration	25,000
Activity Delivery	240,000
<b>TOTAL</b>	<b>\$1,000,000</b>

First-Time Homebuyer Acquisition	\$ 910,000
General Administration	25,000
Activity Delivery	65,000
<b>TOTAL</b>	<b>\$1,000,000</b>

The proposed Owner-Occupied Rehabilitation program guidelines provides funding to homeowners with households' incomes at or below 80% of the area median income (AMI) to fund home repairs for the correction of items which jeopardized the health and safety of the occupants. Units being assisted must be clear of all code violations and all major components of the unit must have a useful life of five years upon connection of work. All work must be performed by a licensed contract and meet building code standards. Units are eligible for reconstruction when the cost to repair the unit exceeds the cost to construct a new unit in its place. Reconstructed units must be replaced by a like unit, no additions of bedrooms or bathrooms are allowed unless justified due to overcrowded Financing is provided up to the maximum allowed per bedroom as provided by HUD. Properties after-rehabilitation value may not exceed the maximum purchase price/value limit set by HUD annually. Financing is provided as deferred payment, zero interest loan, with a 30-year term, due and payable upon sale or transfer of title.

The proposed First-Time Homebuyer Acquisition with Rehabilitation guidelines provides secondary financing to first-time homebuyers with household incomes at or below 80% of area median income (AMI) for down payment, closing costs and gap financing, as well as home repairs, if needed. Funding is available up to 50% of the maximum purchase price or the maximum funding limit set by HUD. Whichever is less. Loans are zero interest, deferred payment loans with a term of 45 years and become due and payable upon sale or transfer of title. The amount of funding provided is based on the household's income, housing and debt ratios, maximum funding borrower qualifies for with primary lender, and the purchase price of the unit. Homes purchased may not exceed the maximum purchase price limits provided by HUD annually.

The adoption of Resolution number 2024-18 (Attachment 'A') will authorize the submittal of the HOME Investment Partnerships Program grant application and will authorize the City Manager, Public Works Director or his/her designee to execute a Standard Agreement, any necessary amendments and all associated grant documents.

### FISCAL IMPACT

The preparation of the HOME applications by Self-Help Enterprises is \$4,500 and is budgeted out of local funds. All grant administration and implementation will be funded by the grant award.

### PUBLIC HEARING

None.

### ATTACHMENTS:

- Description
- [A. Resolution Number 2024-18](#)

## **RESOLUTION NO. 2024-18**

Submittal of an application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if selected, the execution of a Standard Agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program.

### **WHEREAS:**

- A. The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
- B. On January 19, 2024 HCD issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA").
- C. In response to that HOME NOFA, City of Dinuba a municipal corporation, of the State of California, the City of Dinuba, wishes to apply to the HCD Department for HOME Program, and receive an allocation of, HOME funds.

### **IT IS NOW THEREFORE RESOLVED THAT:**

1. In response to the above-referenced HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Two Million Dollars (\$2,000,000) for the following activities and/or programs:

Owner occupied Rehabilitation and First Time Homebuyer Assistance  
(with or Without Rehabilitation) Located within the City of Dinuba

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The Applicant authorizes the City Manager, Public Works Director or his/her designee(s) to execute, in the name of the Applicant, the application and required documents.

**PASSED AND ADOPTED THIS** at a regular meeting of the City of Dinuba held on  
March 26, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
CITY CLERK



## City Council Staff Report

Department: FINANCE SERVICES

March 26, 2024

**To:** Mayor and City Council

**From:** Karina Solis, Administrative Services Director

**Subject:** Resolution No. 2024-19 Authorization to Enter Into Agreement for Acquisition of Golf Course Equipment (KS)

### RECOMMENDATION

Council to adopt Resolution No. 2024-19 authorizing the Administrative Services Director to enter into an agreement for acquisition of new golf carts and lawn maintenance equipment for Ridge Creek Golf Course.

### EXECUTIVE SUMMARY

The City is proposing to lease four new pieces of equipment for the Ridge Creek Golf Course. The City will use PNC Equipment Finance for the lease financing.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The City is proposing to lease several pieces of equipment for the Ridge Creek Golf Course. The maintenance and upkeep on these large pieces of equipment has steadily been increasing. It is anticipated the maintenance costs will continue to grow and eventually exceed the cost of leasing new equipment.

The equipment to be leased include:

- Two (2) new Workman MDX light duty work carts for use by maintenance staff. The existing carts are five years old and past their useful life.
- One (1) Grounds Master Main Mower used for clearing roughs around the golf course. The current rough mower is 12 years old and has frequently been out of service for repairs and maintenance forcing crews to use two smaller mowers, which takes much longer to mow.
- One (1) Sand Pro multi-purpose machine used for edging the cart paths, moving and smoothing sand in the bunkers. The current Sand Pro is over 16 years old and passed its useful life.

The City will use PNC Equipment Financing to purchase the equipment. Resolution No. 2024-19 enclosed herein as Attachment 'A' authorizes the City to enter into the lease agreement with PNC Equipment Financing enclosed as Attachment 'B'. Under the terms of the agreement, the lease payments will be \$3,143 per month over five years with an option to buy the equipment at the end of the lease agreement.

### FISCAL IMPACT

The monthly lease payments for the equipment will total approximately \$3,143. The term of the lease is five years. The lease payments are currently included in the 2023/24 fiscal year budget.

**PUBLIC HEARING**

None.

**ATTACHMENTS:**

Description

[A. Resolution No. 2024-19 Authorization to Enter into Agreement for Acquisition of Golf Course Equipment](#)

[B. Golf Equipment Lease Agreement](#)

ATTACHMENT: A

RESOLUTION No. 2024-19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA,  
AUTHORIZING THE CITY MANAGER OR ADMINISTRATIVE SERVICES DIRECTOR  
TO ENTER INTO A LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE  
FOR THE PURPOSE OF ACQUIRING GOLF EQUIPMENT**

**WHEREAS**, the City of Dinuba, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the City of Dinuba and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, pursuant to applicable law, the City Council of the City of Dinuba is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions and operations of the City of Dinuba.

**WHEREAS**, the City Council of the City of Dinuba hereby finds and determines that the execution of one or more Lease Agreements of lease schedules ("Leases") in the amount not exceeding \$188,582 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the City of Dinuba.

**WHEREAS**, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Dinuba, California, as follows:

1. Either the City Manager or Administrative Services Director (each an "Authorized Representative") acting on behalf of the City of Dinuba, is hereby authorized to negotiate, enter into, and deliver one or more Leases in substantially the form set forth in the document presently before the City Council, which document is available for public inspection at the City of Dinuba. Each Authorized Representative acting on behalf of the City of Dinuba is hereby authorized to negotiate, enter into, execute and deliver such other document relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

2. By a written instrument signed by any Authorized Representative, said Representative may designate specifically identified officers or employees of the City of Dinuba to execute and deliver agreements and documents relating to the Leases on behalf of the City of Dinuba.

3. The City of Dinuba's obligation under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and

**ATTACHMENT: A**

the City's obligations under the Leases shall not constitute general obligations of the City of Dinuba or indebtedness under the Constitution or laws of the State.

4. This resolution shall take effect immediately upon its adoption and approval.

**Passed and adopted** this 26<sup>th</sup> day of March 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# Lease-Purchase Agreement

Dated as of March 7, 2024

Lease Number: 1163181-4

Lessor: PNC Bank, National Association  
655 Business Center Drive  
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME  
CITY OF DINUBA, CA  
405 E EL MONTE WAY  
DINUBA, CA 93618  
FEDERAL TAX ID  
946000320

Equipment Description:

Quantity	Description	Serial No.
1	New Workman MDX	
1	New Workman MDX	
1	New Groundsmaster 4700	
1	New Sand Pro 5040	

Payment Information

Number of Payments: 60	Rent Amount: \$ 3,143.02 + Applicable Taxes	Payable: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> See Attached Variable Payment Structure	Lease Term (in months): 60 months	End of Lease Provision: <input type="checkbox"/> FMV - Cars <input type="checkbox"/> Rental <input type="checkbox"/> PUT - _____ <input type="checkbox"/> FMV – Turf (Annual Hours _____) <input checked="" type="checkbox"/> \$1 Out
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☐ See Schedule A for variable payment structure.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the “Equipment”) described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee’s responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee’s Rent payments are due in Advance, Lessee’s first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor’s acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee’s obligations to Lessor.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee’s fiscal year, Lessee’s chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

- 5. DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full-service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 8. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 11. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 12. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights

against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

- 15. LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
- 16. RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs as provided herein, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each

and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **"Covered Entity"** means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; **"Embargoed Property"** means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; **"Reportable Compliance Event"** means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; **"Sanctioned Jurisdiction"** means a country subject to a sanctions program maintained by any Compliance Authority; and **"Sanctioned Person"** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

PNC Bank, National Association  
("Lessor")

**X**

Authorized Signature

Print Name

Title:

655 Business Center Drive  
Horsham, PA 19044

CITY OF DINUBA, CA  
("Lessee")

**X**

Authorized Signature

Print Name

Title:

Date  
405 E EL MONTE WAY  
DINUBA, CA 93618

**RESOLUTION AND CERTIFICATE OF INCUMBENCY**  
**Lease Number 1163181-4**

Lessee: CITY OF DINUBA, CA

Amount: \$ 188,581.20 (Payment x Term)

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF DINUBA, CA

[SEAL]

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

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

March 7, 2024

**CITY OF DINUBA, CA**  
405 E EL MONTE WAY  
DINUBA, CA 93618  
Attn: Accounts Payable

RE: Insurance Coverage Requirements for Equipment Financing Transaction between  
PNC Bank, National Association and CITY OF DINUBA, CA

Before funding your transaction, PNC Bank, National Association requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Bank, National Association will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	New Workman MDX	
1	New Workman MDX	
1	New Groundsmaster 4700	
1	New Sand Pro 5040	

As a condition of entering into the equipment financing transaction, PNC Bank, National Association requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Bank, National Association must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement.
3. For leases only, PNC Bank, National Association must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Bank, National Association must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Bank, National Association as follows:

PNC Bank, National Association, and its successors and assigns, as lender loss payee  
Attn: Insurance Department  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

When completed, the evidence of insurance should be emailed to: [SMEDocs@leaserv.com](mailto:SMEDocs@leaserv.com)



**Customer Information**

**Lease # 1163181-4**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: : CITY OF DINUBA, CA	Federal Tax ID Number: 946000320
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**Preferred Method of Payment:**

Is a Purchase Order required on Invoices? ☐ YES ☐ NO PO # \_\_\_\_\_

Please enter your preferred method (Mail/Email): \_\_\_\_\_

- Mail - If you would like to receive your Monthly Invoice by Mail, please provide this information:

Invoices should be directed to:	Attention:		
Address:	City:	State:	Zip:

- Email - If you would like to receive your Monthly Invoice by Email, please provide this information:

Contact Name:	Email:
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**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

Signature X	Date
----------------	------

Email:

**PNC Bank, National Association** ("PNC"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

**Sales Tax**

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits      ☐ Outside city limits      ☐ Unincorporated area

**Property Tax**

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location:      State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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**Lease Number 1163181-4**

**Lessee: CITY OF DINUBA, CA**

Signature:

X

Print Name:

Title:

Date:

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**PLEASE COMPLETE AND SIGN FORM**





## City Council Staff Report

Department: FINANCE SERVICES

March 26, 2024

**To:** Mayor and City Council  
**From:** Karina Solis, Administrative Services Director  
**By:** Maria Alaniz, City Clerk/Human Resources Director  
**Subject:** Warrant Register March 15 & 22, 2024 (KS)

### RECOMMENDATION

Council to review and approve the Warrant Register as presented.

### EXECUTIVE SUMMARY

None.

### OUTSTANDING ISSUES

None.

### DISCUSSION

None.

### FISCAL IMPACT

None.

### PUBLIC HEARING

None required.

### ATTACHMENTS:

Description

[WR 03.15.2024](#)

[WR 03.22.2024](#)



# Accounts Payable Invoice Report

Payment Date Range 03/09/24 - 03/15/24

Report By Vendor - Invoice

Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1060 - A &amp; E Industrial Cleaning Equipment Corp.</b>									
49806	A & E Pressure washer	Paid by Check #46140		02/29/2024	03/15/2024	03/15/2024		03/15/2024	285.27
Vendor <b>1060 - A &amp; E Industrial Cleaning Equipment Corp. Totals</b>							Invoices	1	\$285.27
Vendor <b>1143 - AAA Quality Services, Inc.</b>									
00345826	FY23/24-Parks-Centennial Park-Portable restroom rental/service	Paid by Check #46141		03/09/2024	03/15/2024	03/15/2024	03/12/2024	03/15/2024	196.36
00345827	FY23/24-Parks-Nebraska Park-Portable restroom rental/service (2)	Paid by Check #46141		03/09/2024	03/15/2024	03/15/2024	03/12/2024	03/15/2024	280.13
Vendor <b>1143 - AAA Quality Services, Inc. Totals</b>							Invoices	2	\$476.49
Vendor <b>263 - Advantek Benefit Administrators</b>									
2403 0011	March 2024	Paid by Check #46142		03/06/2024	03/15/2024	03/15/2024		03/15/2024	73,798.21
03/08/2024	03/08/2024 Funding Request	Paid by Check #46142		03/08/2024	03/15/2024	03/15/2024		03/15/2024	90,754.40
Vendor <b>263 - Advantek Benefit Administrators Totals</b>							Invoices	2	\$164,552.61
Vendor <b>1599 - Adventist Health Toxicology</b>									
2149	PD - Toxicology Service / February 2024	Paid by Check #46143		03/04/2024	03/15/2024	03/15/2024		03/15/2024	777.00
Vendor <b>1599 - Adventist Health Toxicology Totals</b>							Invoices	1	\$777.00
Vendor <b>20 - Ameritas Life Insurance</b>									
04/1/24-04/30/24	010-007745-00000	Paid by Check #46144		03/01/2024	03/15/2024	03/15/2024		03/15/2024	20,114.72
Vendor <b>20 - Ameritas Life Insurance Totals</b>							Invoices	1	\$20,114.72
Vendor <b>351 - Anthem Blue Cross</b>									
000323171819	ROBERTS 102A78783 04/01/24-04/30/24	Paid by Check #46145		03/04/2024	03/15/2024	03/15/2024		03/15/2024	132.70
23-4131	Refund Run #23-4131	Paid by Check #46146		03/13/2024	03/15/2024	03/15/2024		03/15/2024	2,111.00
Vendor <b>351 - Anthem Blue Cross Totals</b>							Invoices	2	\$2,243.70
Vendor <b>21 - Aramark Uniform Services Inc.</b>									
5031372852	FY23/24-Parks-Uniform allowance-parks staff /safety supplies	Paid by Check #46147		03/06/2024	03/15/2024	03/15/2024	03/07/2024	03/15/2024	102.08
Vendor <b>21 - Aramark Uniform Services Inc. Totals</b>							Invoices	1	\$102.08
Vendor <b>17 - AT&amp;T</b>									
250127196103/24	405 E El Monte Way03/01/24-03/31/24	Paid by Check #46148		03/01/2024	03/15/2024	03/15/2024		03/15/2024	70.84
939105474303/24	405 E El Monte Way 02/02/24-03/01/24	Paid by Check #46149		03/02/2024	03/15/2024	03/15/2024		03/15/2024	65.68
238451821403/24	405 E El Monte Way 03/07/24-04/06/24	Paid by Check #46155		03/07/2024	03/15/2024	03/15/2024		03/15/2024	64.10
939105447603/24	Telephone 02/10/24-03/09/24	Paid by Check #46153		03/10/2024	03/15/2024	03/15/2024		03/15/2024	29.35
939105446103/24	Telephone 02/11/24-03/10/24	Paid by Check #46150		03/11/2024	03/15/2024	03/15/2024		03/15/2024	29.35
939105446603/24	Telephone 02/11/24-03/10/24	Paid by Check #46151		03/11/2024	03/15/2024	03/15/2024		03/15/2024	29.35
939105446703/24	Telephone 02/11/24-03/10/24	Paid by Check #46152		03/11/2024	03/15/2024	03/15/2024		03/15/2024	57.15
939105475603/24	Telephone 02/11/24-03/10/24	Paid by Check #46154		03/11/2024	03/15/2024	03/15/2024		03/15/2024	358.88
Vendor <b>17 - AT&amp;T Totals</b>							Invoices	8	\$704.70



# Accounts Payable Invoice Report

Payment Date Range 03/09/24 - 03/15/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 1575 - Avison Construction, Inc.</b>									
4-22496	avison reconstruction project	Paid by Check #46156		03/05/2024	03/15/2024	03/15/2024		03/15/2024	187,915.37
5-22496	avison street reconstruction proj. Inv 5	Paid by Check #46156		03/05/2024	03/15/2024	03/15/2024		03/15/2024	(14,463.46)
Vendor 1575 - Avison Construction, Inc. Totals							Invoices	2	\$173,451.91
<b>Vendor 1513 - Barnes Welding</b>									
0091646547	barnes supplies	Paid by Check #46157		02/29/2024	03/15/2024	03/15/2024		03/15/2024	27.16
Vendor 1513 - Barnes Welding Totals							Invoices	1	\$27.16
<b>Vendor 376 - BCS Consulting, LLC</b>									
2024102	Monthly IT Service - February 2024	Paid by Check #46158		03/12/2024	03/15/2024	03/15/2024		03/15/2024	6,200.00
Vendor 376 - BCS Consulting, LLC Totals							Invoices	1	\$6,200.00
<b>Vendor 1826 - Bouncing Off the Walls, INC</b>									
22-063	FY23/24-Special Events-Spring Fling Event - Bounce house rental	Paid by Check #46159		02/28/2024	03/15/2024	03/15/2024	03/06/2024	03/15/2024	260.00
Vendor 1826 - Bouncing Off the Walls, INC Totals							Invoices	1	\$260.00
<b>Vendor 822 - Boundtree Medical LLC</b>									
85269853	Supplies	Paid by Check #46160		03/05/2024	03/15/2024	03/15/2024		03/15/2024	628.23
Vendor 822 - Boundtree Medical LLC Totals							Invoices	1	\$628.23
<b>Vendor 116 - BSK Analytical Laboratories</b>									
AH04059	BSK coliform presence/absence	Paid by Check #46161		02/20/2024	03/15/2024	03/15/2024		03/15/2024	132.00
AH05896	BSK coliform presence/absence	Paid by Check #46161		03/08/2024	03/15/2024	03/15/2024		03/15/2024	132.00
Vendor 116 - BSK Analytical Laboratories Totals							Invoices	2	\$264.00
<b>Vendor 563 - John Carrillo</b>									
March 2024	Anthem Reimb 03/01/2024-03/31/2024	Paid by Check #46162		03/08/2024	03/15/2024	03/15/2024		03/15/2024	298.80
Vendor 563 - John Carrillo Totals							Invoices	1	\$298.80
<b>Vendor 381 - Cen Cal Distributing Inc.</b>									
323942	02/01/2024 delivery charge	Paid by Check #46163		02/29/2024	03/15/2024	03/15/2024		03/15/2024	4.95
323943	02/07/2024 water delivery 8 bottles	Paid by Check #46163		02/29/2024	03/15/2024	03/15/2024		03/15/2024	84.00
325339	02/29/2024 water deliver 8 bottles	Paid by Check #46163		02/29/2024	03/15/2024	03/15/2024		03/15/2024	84.00
Vendor 381 - Cen Cal Distributing Inc. Totals							Invoices	3	\$172.95
<b>Vendor 239 - City of Fresno</b>									
20005288	PD - Perishable Skills Program Training - Calixto Arias	Paid by Check #46164		02/28/2024	03/15/2024	03/15/2024		03/15/2024	593.00
Vendor 239 - City of Fresno Totals							Invoices	1	\$593.00
<b>Vendor 240 - Clean Cut Landscape Management Inc.</b>									
4664	Monthly Landscaping Service February 2024	Paid by Check #46165		02/29/2024	03/15/2024	03/15/2024		03/15/2024	21,583.00
Vendor 240 - Clean Cut Landscape Management Inc. Totals							Invoices	1	\$21,583.00
<b>Vendor 1238 - Coleman &amp; Horowitz, LLP</b>									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
517244	General Business February 2024	Paid by Check #46166		02/29/2024	03/15/2024	03/15/2024		03/15/2024	72.00
517245	DUSD Fee dispute February 2024	Paid by Check #46166		02/29/2024	03/15/2024	03/15/2024		03/15/2024	1,900.00
		Vendor 1238 - Coleman & Horowitz, LLP Totals				Invoices		2	\$1,972.00
Vendor 170 - Comcast									
0136611 02262024	PD - 03/01/2024 - 03/31/2024 Billing Charges	Paid by Check #46168		02/26/2024	03/15/2024	03/15/2024		03/15/2024	56.26
0135597 03/02/24	405 E El Monte Way 03/04/24-04/03/24	Paid by Check #46167		03/02/2024	03/15/2024	03/15/2024		03/15/2024	69.53
		Vendor 170 - Comcast Totals				Invoices		2	\$125.79
Vendor 1576 - Creative Asphalt, Inc.									
8511	creative asphalt 1468 E North Way	Paid by Check #46169		03/01/2024	03/15/2024	03/15/2024		03/15/2024	3,290.00
8512	creative asphalt 1421 Bollinger alley	Paid by Check #46169		03/01/2024	03/15/2024	03/15/2024		03/15/2024	3,090.00
		Vendor 1576 - Creative Asphalt, Inc. Totals				Invoices		2	\$6,380.00
Vendor 3 - Culligan Water									
201445	culligan exchange tank	Paid by Check #46170		02/29/2024	03/15/2024	03/15/2024		03/15/2024	81.00
		Vendor 3 - Culligan Water Totals				Invoices		1	\$81.00
Vendor 1582 - Dell Financial Services LLC									
3191993	SERVER 04/01/24-04/30/24	Paid by Check #46171		03/01/2024	03/15/2024	03/15/2024		03/15/2024	2,947.71
		Vendor 1582 - Dell Financial Services LLC Totals				Invoices		1	\$2,947.71
Vendor 77 - Department of Justice									
719792	PD - Fingerprints Service / February 2024	Paid by Check #46172		03/04/2024	03/15/2024	03/15/2024		03/15/2024	888.00
		Vendor 77 - Department of Justice Totals				Invoices		1	\$888.00
Vendor 4 - Dinuba Lumber Company									
713890	Maintenance	Paid by Check #46173		02/01/2024	03/15/2024	03/15/2024		03/15/2024	18.25
714139	Maintenance	Paid by Check #46173		02/02/2024	03/15/2024	03/15/2024		03/15/2024	21.81
714208	Maintenance	Paid by Check #46173		02/02/2024	03/15/2024	03/15/2024		03/15/2024	20.50
714215	Maintenance	Paid by Check #46173		02/02/2024	03/15/2024	03/15/2024		03/15/2024	33.86
714273	Maintenance	Paid by Check #46173		02/02/2024	03/15/2024	03/15/2024		03/15/2024	46.81
714463	Maintenance	Paid by Check #46173		02/03/2024	03/15/2024	03/15/2024		03/15/2024	47.01
714846	Maintenance	Paid by Check #46173		02/03/2024	03/15/2024	03/15/2024		03/15/2024	28.92
715109	Maintenance	Paid by Check #46173		02/05/2024	03/15/2024	03/15/2024		03/15/2024	70.29
715204	Maintenance	Paid by Check #46173		02/05/2024	03/15/2024	03/15/2024		03/15/2024	144.42
715291	Maintenance	Paid by Check #46173		02/05/2024	03/15/2024	03/15/2024		03/15/2024	1.07
715575	Maintenance	Paid by Check #46173		02/06/2024	03/15/2024	03/15/2024		03/15/2024	31.20
715804	Maintenance	Paid by Check #46173		02/06/2024	03/15/2024	03/15/2024		03/15/2024	49.79
716100	Maintenance	Paid by Check #46173		02/07/2024	03/15/2024	03/15/2024		03/15/2024	5.41
716394	Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	127.91
716414	Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	105.00
716429	Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	175.75
716493	Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	73.23



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716510	Repairs/Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	31.23
716518	Maintenance	Paid by Check #46173		02/08/2024	03/15/2024	03/15/2024		03/15/2024	70.83
716821	Maintenance	Paid by Check #46173		02/09/2024	03/15/2024	03/15/2024		03/15/2024	11.50
716834	Maintenance	Paid by Check #46173		02/09/2024	03/15/2024	03/15/2024		03/15/2024	19.52
716845	Maintenance	Paid by Check #46173		02/09/2024	03/15/2024	03/15/2024		03/15/2024	41.45
716919	Maintenance	Paid by Check #46173		02/09/2024	03/15/2024	03/15/2024		03/15/2024	31.14
717332	Maintenance	Paid by Check #46173		02/10/2024	03/15/2024	03/15/2024		03/15/2024	42.69
717762	Maintenance	Paid by Check #46173		02/11/2024	03/15/2024	03/15/2024		03/15/2024	133.95
717933	Maintenance	Paid by Check #46173		02/12/2024	03/15/2024	03/15/2024		03/15/2024	106.91
717934	Maintenance	Paid by Check #46173		02/12/2024	03/15/2024	03/15/2024		03/15/2024	68.34
717988	Maintenance	Paid by Check #46173		02/12/2024	03/15/2024	03/15/2024		03/15/2024	159.50
718004	Maintenance	Paid by Check #46173		02/12/2024	03/15/2024	03/15/2024		03/15/2024	68.67
718062	Maintenance	Paid by Check #46173		02/12/2024	03/15/2024	03/15/2024		03/15/2024	21.66
718463	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	15.12
718476	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	57.59
718507	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	108.63
718641	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	84.93
718699	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	17.90
718798	Maintenance	Paid by Check #46173		02/13/2024	03/15/2024	03/15/2024		03/15/2024	34.16
718822	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	26.43
718869	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	391.91
718888	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	10.24
718951	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	36.94
718962	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	7.22
719047	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	6.24
719067	Maintenance	Paid by Check #46173		02/14/2024	03/15/2024	03/15/2024		03/15/2024	10.14
719186	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	22.45
719193	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	175.08
719228	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	15.41
719304	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	40.01
719428	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	56.40
719446	Maintenance	Paid by Check #46173		02/15/2024	03/15/2024	03/15/2024		03/15/2024	3.21
719574	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	30.26
719575	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	36.12
719585	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	1,069.26
719809	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	28.31
719832	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	252.98
719834	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	(177.70)
719845	Maintenance	Paid by Check #46173		02/16/2024	03/15/2024	03/15/2024		03/15/2024	18.25
721097	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	6.49
721115	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	3.43
721118	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	1.91



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
721121	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	5.38
721148	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	56.32
721210	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	(56.32)
721215	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	9.17
721428	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	24.40
721434	Maintenance	Paid by Check #46173		02/20/2024	03/15/2024	03/15/2024		03/15/2024	41.98
721615	Maintenance	Paid by Check #46173		02/21/2024	03/15/2024	03/15/2024		03/15/2024	18.08
721619	Maintenance	Paid by Check #46173		02/21/2024	03/15/2024	03/15/2024		03/15/2024	4.29
722086	Maintenance	Paid by Check #46173		02/22/2024	03/15/2024	03/15/2024		03/15/2024	27.33
722234	Maintenance	Paid by Check #46173		02/22/2024	03/15/2024	03/15/2024		03/15/2024	21.56
722479	Maintenance	Paid by Check #46173		02/23/2024	03/15/2024	03/15/2024		03/15/2024	14.09
722518	Maintenance	Paid by Check #46173		02/23/2024	03/15/2024	03/15/2024		03/15/2024	201.80
722561	Maintenance	Paid by Check #46173		02/23/2024	03/15/2024	03/15/2024		03/15/2024	265.08
722562	Maintenance	Paid by Check #46173		02/23/2024	03/15/2024	03/15/2024		03/15/2024	6.50
722609	Maintenance	Paid by Check #46173		02/23/2024	03/15/2024	03/15/2024		03/15/2024	179.29
723012	Maintenance	Paid by Check #46173		02/24/2024	03/15/2024	03/15/2024		03/15/2024	14.34
723053	Maintenance	Paid by Check #46173		02/24/2024	03/15/2024	03/15/2024		03/15/2024	22.30
723441	Maintenance	Paid by Check #46173		02/25/2024	03/15/2024	03/15/2024		03/15/2024	4.58
723723	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	91.47
723811	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	27.33
723813	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	7.80
723861	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	7.01
723905	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	(2.63)
723906	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	2.63
724090	Maintenance	Paid by Check #46173		02/26/2024	03/15/2024	03/15/2024		03/15/2024	83.51
724240	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	14.06
724277	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	237.92
724287	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	52.10
724313	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	390.59
724355	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	9.46
724496	Maintenance	Paid by Check #46173		02/27/2024	03/15/2024	03/15/2024		03/15/2024	68.34
724716	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	23.43
724731	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	14.64
724866	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	136.69
724882	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	7.80
724892	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	13.65
725023	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	54.66
725085	Maintenance	Paid by Check #46173		02/28/2024	03/15/2024	03/15/2024		03/15/2024	35.14
725263	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	59.56
725272	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	30.25
725343	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	(59.56)
725344	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	13.66



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725345	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	7.41
725539	Maintenance	Paid by Check #46173		02/29/2024	03/15/2024	03/15/2024		03/15/2024	489.87
Vendor 4 - Dinuba Lumber Company Totals									\$6,874.90
Vendor 341 - Dinuba Tires LLC									
74213	M-736 Repairs	Paid by Check #46174		02/26/2024	03/15/2024	03/15/2024		03/15/2024	20.00
074227	FY23/24-Parks- Vehicle flat tire repair -P-90	Paid by Check #46174		03/06/2024	03/15/2024	03/15/2024	03/08/2024	03/15/2024	20.00
Vendor 341 - Dinuba Tires LLC Totals									\$40.00
Vendor 904 - Dinuba Woman's Club									
2024 Downtown Go	2023 Annual Fundraiser - Downtown Goes to Ascot- Additional Ticket	Paid by Check #46175		03/13/2024	03/15/2024	03/15/2024		03/15/2024	40.00
Vendor 904 - Dinuba Woman's Club Totals									\$40.00
Vendor 1558 - EMD Networking Services, Inc.									
141634	Repairs	Paid by Check #46176		03/08/2024	03/15/2024	03/15/2024		03/15/2024	135.00
Vendor 1558 - EMD Networking Services, Inc. Totals									\$135.00
Vendor 23 - Entenmann-Rovin Co.									
0179729-IN	Badges	Paid by Check #46177		03/01/2024	03/15/2024	03/15/2024		03/15/2024	554.67
Vendor 23 - Entenmann-Rovin Co. Totals									\$554.67
Vendor 1506 - Enterprise FM Trust									
FBN4985222	PD - 3 Malibus, 6 Durangos, 5 Chargers	Paid by Check #46178		03/05/2024	03/15/2024	03/15/2024		03/15/2024	13,120.20
FBN4985245	FY23/24-Parks/L&L-Dept. Leased Vehicles/Maint./Tax & Fees	Paid by Check #46178		03/05/2024	03/15/2024	03/15/2024	03/11/2024	03/15/2024	1,599.92
Vendor 1506 - Enterprise FM Trust Totals									\$14,720.12
Vendor 18 - The Gas Company									
1285520359701/24	1088 E KAMM AVE 12/05/23-01/05/24	Paid by Check #46179		01/08/2024	03/15/2024	03/15/2024		03/15/2024	426.54
1285520359702/24	1088 E KAMM AVE 01/05/24-02/02/24	Paid by Check #46180		02/06/2024	03/15/2024	03/15/2024		03/15/2024	523.97
0990155800803/24	405 E El Monte Way 02/01/24-03/04/24	Paid by Check #46184		03/06/2024	03/15/2024	03/15/2024		03/15/2024	537.58
15571580420 3/24	February 2024	Paid by Check #46183		03/06/2024	03/15/2024	03/15/2024		03/15/2024	335.55
1830985449 03/24	PD - 02/01/2024 - 03/04/2024 Billing Charges	Paid by Check #46182		03/06/2024	03/15/2024	03/15/2024		03/15/2024	89.98
1285520359703/24	1088 E KAMM AVE 02/02/24-03/05/24	Paid by Check #46181		03/07/2024	03/15/2024	03/15/2024		03/15/2024	305.76
Vendor 18 - The Gas Company Totals									\$2,219.38
Vendor 1328 - Ken Grover									
Nov 2023-Feb2024	Anthem Reimb 11/01/2023-02/28/2024	Paid by Check #46185		03/08/2024	03/15/2024	03/15/2024		03/15/2024	1,455.04
Vendor 1328 - Ken Grover Totals									\$1,455.04
Vendor 605 - Frank Guerra									





# Accounts Payable Invoice Report

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
March 2024	Anthem Reimb 03/01/2024-03/31/2024	Paid by Check #46186		03/08/2024	03/15/2024	03/15/2024		03/15/2024	305.52
		Vendor	<b>605 - Frank Guerra</b>	Totals		Invoices	1		\$305.52
Vendor	<b>139 - Henry Schein Inc.</b>								
76231225	Supplies	Paid by Check #46187		03/04/2024	03/15/2024	03/15/2024		03/15/2024	569.79
76835987	Supplies	Paid by Check #46187		03/07/2024	03/15/2024	03/15/2024		03/15/2024	205.03
		Vendor	<b>139 - Henry Schein Inc.</b>	Totals		Invoices	2		\$774.82
Vendor	<b>174 - Howard's Pest Control</b>								
120857	March 2024	Paid by Check #46188		03/04/2024	03/15/2024	03/15/2024		03/15/2024	93.00
120858	howards Bimontly service	Paid by Check #46188		03/04/2024	03/15/2024	03/15/2024		03/15/2024	67.00
120992	FY23/24-Parks-Pest Control-Vuich Park- March 2024	Paid by Check #46188		03/08/2024	03/15/2024	03/15/2024	03/11/2024	03/15/2024	75.00
		Vendor	<b>174 - Howard's Pest Control</b>	Totals		Invoices	3		\$235.00
Vendor	<b>974 - InfoSend, Inc.</b>								
257582	UTILITY BILLING PRINTING & POSTAGE	Paid by Check #46189		02/29/2024	03/15/2024	03/15/2024		03/15/2024	4,779.39
258570	Insert No 46276 March 2024	Paid by Check #46189		03/07/2024	03/15/2024	03/15/2024		03/15/2024	3,008.18
		Vendor	<b>974 - InfoSend, Inc.</b>	Totals		Invoices	2		\$7,787.57
Vendor	<b>253 - Jam Services Inc.</b>								
177020	FY23/24-Parks-Solar bollard lighting/bolt @ KC Park Nature Trail	Paid by Check #46190		03/05/2024	03/15/2024	03/15/2024	03/05/2024	03/15/2024	51,040.00
		Vendor	<b>253 - Jam Services Inc.</b>	Totals		Invoices	1		\$51,040.00
Vendor	<b>1747 - KRC Safety Co Inc</b>								
62998	krc PD sign "No Smoking"	Paid by Check #46191		03/06/2024	03/15/2024	03/15/2024		03/15/2024	49.22
		Vendor	<b>1747 - KRC Safety Co Inc</b>	Totals		Invoices	1		\$49.22
Vendor	<b>1873 - Medallion Supply, Inc</b>								
9011351600	medallion service charge	Paid by Check #46192		02/25/2024	03/15/2024	03/15/2024		03/15/2024	75.14
		Vendor	<b>1873 - Medallion Supply, Inc</b>	Totals		Invoices	1		\$75.14
Vendor	<b>1797 - David Mendoza</b>								
February 2024	Anthem Reimb 02/01/2024-02/29/2024	Paid by Check #46193		03/08/2024	03/15/2024	03/15/2024		03/15/2024	281.84
		Vendor	<b>1797 - David Mendoza</b>	Totals		Invoices	1		\$281.84
Vendor	<b>1943 - Mineral King Publishing, Inc</b>								
713013	mineral king ordinance	Paid by Check #46194		02/29/2024	03/15/2024	03/15/2024		03/15/2024	304.00
		Vendor	<b>1943 - Mineral King Publishing, Inc</b>	Totals		Invoices	1		\$304.00
Vendor	<b>22 - Moore Twining Associates Inc.</b>								
4137196	moore industrial	Paid by Check #46195		03/05/2024	03/15/2024	03/15/2024		03/15/2024	88.00
4137198	moore industrial	Paid by Check #46195		03/05/2024	03/15/2024	03/15/2024		03/15/2024	88.00
4137199	moore industrial	Paid by Check #46195		03/05/2024	03/15/2024	03/15/2024		03/15/2024	88.00
4137206	moore industrial	Paid by Check #46195		03/05/2024	03/15/2024	03/15/2024		03/15/2024	88.00
4137207	moore in-house	Paid by Check #46195		03/05/2024	03/15/2024	03/15/2024		03/15/2024	187.00
4137411	moore industrial	Paid by Check #46195		03/11/2024	03/15/2024	03/15/2024		03/15/2024	163.00





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4137413	moore industrial	Paid by Check #46195		03/11/2024	03/15/2024	03/15/2024			163.00
Vendor 142 - Office Depot BSD		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	7		\$865.00
356784338001	HR Office Supplies	Paid by Check #46196		02/27/2024	03/15/2024	03/15/2024		03/15/2024	89.45
356791963001	HR Office Supplies	Paid by Check #46196		02/28/2024	03/15/2024	03/15/2024		03/15/2024	78.11
357451428001	HR Office Supplies	Paid by Check #46196		02/29/2024	03/15/2024	03/15/2024		03/15/2024	59.18
Vendor 76 - Pacific Gas & Electric		Vendor 142 - Office Depot BSD Totals				Invoices	3		\$226.74
0418167531702/24	RD 72 & W SIERRA WAY 01/26/24-02/26/24	Paid by Check #46197		02/27/2024	03/15/2024	03/15/2024		03/15/2024	699.30
0584832101302/24	NE CRAWFORD & GERALD 01/26/24-02/26/24	Paid by Check #46199		02/27/2024	03/15/2024	03/15/2024		03/15/2024	229.48
0766265341402/24	L & L 1300 ROSEMARY AVE 01/26/24-02/26/24	Paid by Check #46220		02/27/2024	03/15/2024	03/15/2024		03/15/2024	42.18
1349551825302/24	L & L 1300 SAGINAW AVE 01/26/24-02/26/24	Paid by Check #46221		02/27/2024	03/15/2024	03/15/2024		03/15/2024	59.53
1594680195602/24	Parks 855 E EL MONTE WAY 01/26/24-02/26/24	Paid by Check #46222		02/27/2024	03/15/2024	03/15/2024		03/15/2024	293.20
3230483783702/24	S/E COR HAYES & GERALD 01/26/24-02/26/24	Paid by Check #46202		02/27/2024	03/15/2024	03/15/2024		03/15/2024	10.51
3600674390402/24	L & L 698 N LINCOLN AVE 01/26/24-02/26/24	Paid by Check #46223		02/27/2024	03/15/2024	03/15/2024		03/15/2024	43.02
4592247189602/24	111 N HAYES AVE 01/26/24- 02/26/24	Paid by Check #46204		02/27/2024	03/15/2024	03/15/2024		03/15/2024	58.19
4689942560002/24	L & L 1101 VISCAYA PKWY 01/26/24-02/26/24	Paid by Check #46224		02/27/2024	03/15/2024	03/15/2024		03/15/2024	16.64
5564264294002/24	L & L 01/26/24-02/26/24	Paid by Check #46225		02/27/2024	03/15/2024	03/15/2024		03/15/2024	78.87
6220088828702/24	Parks EL MONTE & MC KINLEY 01/26/24-02/26/24	Paid by Check #46227		02/27/2024	03/15/2024	03/15/2024		03/15/2024	26.28
6782667017502/24	L & L ALICE & W NORTH WAY 01/26/24-02/26/24	Paid by Check #46228		02/27/2024	03/15/2024	03/15/2024		03/15/2024	325.17
7905465742802/24	L & L 1150 E NEBRASKA AVE 01/26/24-02/26/24	Paid by Check #46229		02/27/2024	03/15/2024	03/15/2024		03/15/2024	10.51
8116588543502/24	L & L 1920 E LAUREN AVE 01/26/24-02/26/24	Paid by Check #46230		02/27/2024	03/15/2024	03/15/2024		03/15/2024	80.05
8376497226702/24	S/E COR NEWTON & DAVIS 01/26/24-02/26/24	Paid by Check #46213		02/27/2024	03/15/2024	03/15/2024		03/15/2024	213.09
8968787345802/24	651 W SAGINAW AVE 01/26/24- 02/26/24	Paid by Check #46216		02/27/2024	03/15/2024	03/15/2024		03/15/2024	286.22
9492174922502/24	1315 N EUCLID AVE 01/26/24- 02/26/24	Paid by Check #46219		02/27/2024	03/15/2024	03/15/2024		03/15/2024	10.51
4751971656802/24	HAYES & EDWARDS 01/29/24- 02/27/24	Paid by Check #46205		02/28/2024	03/15/2024	03/15/2024		03/15/2024	47.10
4772157652902/24	ALTA & EL MONTE WAY 01/27/24 -02/27/24	Paid by Check #46206		02/28/2024	03/15/2024	03/15/2024		03/15/2024	246.15



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4939694448702/24	110 S COLLEGE AVE 01/29/24-02/27/24	Paid by Check #46207		02/28/2024	03/15/2024	03/15/2024		03/15/2024	9.99
5355488862702/24	912 N ALTA @SAGINAW & ALTA 01/27/24-02/27/24	Paid by Check #46209		02/28/2024	03/15/2024	03/15/2024		03/15/2024	95.80
5657667089902/24	NW COR ALICE & W EL MONTE WAY 01/27/24-02/27/24	Paid by Check #46210		02/28/2024	03/15/2024	03/15/2024		03/15/2024	123.86
6657667025202/24	NW COR ALTA & RD 80 01/27/24-02/27/24	Paid by Check #46211		02/28/2024	03/15/2024	03/15/2024		03/15/2024	93.93
8647150103002/24	ON E EL MONTE WAY & PERRY 01/27/24-02/27/24	Paid by Check #46215		02/28/2024	03/15/2024	03/15/2024		03/15/2024	91.32
1686600158502/24	2255 W EL MONTE WAY 01/30/24-02/28/24	Paid by Check #46201		02/29/2024	03/15/2024	03/15/2024		03/15/2024	85.10
3354641796602/24	KAMM & O ST 01/30/24-02/28/24	Paid by Check #46203		02/29/2024	03/15/2024	03/15/2024		03/15/2024	166.56
5064695483902/24	CRAWFORD & EL MONTE SW 01/30/24-02/28/24	Paid by Check #46208		02/29/2024	03/15/2024	03/15/2024		03/15/2024	137.45
8397932225802/24	3481 W EL MONTE WAY 01/30/24-02/28/24	Paid by Check #46214		02/29/2024	03/15/2024	03/15/2024		03/15/2024	24.64
8981923387802/24	150 W SAGINAW AVE 01/30/24-02/28/24	Paid by Check #46217		02/29/2024	03/15/2024	03/15/2024		03/15/2024	83.22
9237058126302/24	2813 W EL MONTE WAY 01/30/24-02/28/24	Paid by Check #46218		02/29/2024	03/15/2024	03/15/2024		03/15/2024	300.82
0571296382503/24	PW 01/31/24-02/29/24	Paid by Check #46198		03/01/2024	03/15/2024	03/15/2024		03/15/2024	145.50
1416294094503/24	389 W EL MONTE WAY 01/31/24-02/29/24	Paid by Check #46200		03/01/2024	03/15/2024	03/15/2024		03/15/2024	83.97
5751498437603/24	Parks 139 N K ST 01/30/24-02/28/24	Paid by Check #46226		03/01/2024	03/15/2024	03/15/2024		03/15/2024	52.40
7149346409403/24	EUCLID S/LINDARA WELL #18 01/30/24-02/28/24	Paid by Check #46212		03/01/2024	03/15/2024	03/15/2024		03/15/2024	1,640.74
2509717364203/24	L & M ALLEY @ FRESNO ST 02/07/24-03/07/24	Paid by Check #46231		03/08/2024	03/15/2024	03/15/2024		03/15/2024	85.24
9624769219503/24	225 S L ST 02/07/24-03/07/24	Paid by Check #46232		03/08/2024	03/15/2024	03/15/2024		03/15/2024	209.69
		Vendor	76 - Pacific Gas & Electric Totals			Invoices		36	\$6,206.23
Vendor 7 - Pena's Disposal Services									
797416	penas sweeper dirt	Paid by Check #46233		02/20/2024	03/15/2024	03/15/2024		03/15/2024	527.78
801799	penas trash	Paid by Check #46233		03/01/2024	03/15/2024	03/15/2024		03/15/2024	1,461.32
802053	penas pw	Paid by Check #46233		03/01/2024	03/15/2024	03/15/2024		03/15/2024	255.75
3/24 FOR 2/24	March 2023 Payment for February 2023 Monthly Disposal Charges	Paid by Check #46233		03/12/2024	03/15/2024	03/15/2024		03/15/2024	154,437.21
APRIL 2024	April 2024 Contract Disposal Payment	Paid by Check #46233		04/01/2024	03/15/2024	03/15/2024		03/15/2024	60,000.00
		Vendor	7 - Pena's Disposal Services Totals			Invoices		5	\$216,682.06
Vendor 275 - Proforce Marketing Inc.									
543927	PD - Range Supplies / SLI Batteries	Paid by Check #46234		03/07/2024	03/15/2024	03/15/2024		03/15/2024	80.38
		Vendor	275 - Proforce Marketing Inc. Totals			Invoices		1	\$80.38



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 131071	<b>33 - R &amp; S Erection of Fresno County</b> Repairs	Paid by Check #46235		03/07/2024	03/15/2024	03/15/2024		03/15/2024	392.50
		Vendor 33 - R & S Erection of Fresno County Totals				Invoices	1		\$392.50
Vendor RIS-POS02-54082	<b>38 - Reedley Irrigation System</b> RIS gate brass	Paid by Check #46236		02/29/2024	03/15/2024	03/15/2024		03/15/2024	92.05
RIS-POS02-54240	RIS Valve	Paid by Check #46236		03/07/2024	03/15/2024	03/15/2024		03/15/2024	287.84
		Vendor 38 - Reedley Irrigation System Totals				Invoices	2		\$379.89
Vendor 3	<b>2052 - Joseph Ring</b> FY23/24-Special Events- BBQ Fest award trophies/photo backdrop	Paid by Check #46237		02/28/2024	03/15/2024	03/15/2024	03/08/2024	03/15/2024	2,330.00
		Vendor 2052 - Joseph Ring Totals				Invoices	1		\$2,330.00
Vendor 15390	<b>1526 - Robert Soria Trucking</b> Robert Soria Base Rock	Paid by Check #46238		02/29/2024	03/15/2024	03/15/2024		03/15/2024	672.00
		Vendor 1526 - Robert Soria Trucking Totals				Invoices	1		\$672.00
Vendor 179624	<b>1677 - Rodeo Wild West</b> Jared 2nd boot pair	Paid by Check #46239		02/28/2024	03/15/2024	03/15/2024		03/15/2024	150.00
		Vendor 1677 - Rodeo Wild West Totals				Invoices	1		\$150.00
Vendor DIN19HM 12-23	<b>46 - Self Help Enterprises</b> self help Rehab loan #15081 Juanita and Homero Serna	Paid by Check #46240		01/29/2024	03/15/2024	03/15/2024		03/15/2024	288,098.00
DINCHPI 12-23	self help loan #15577, Juanita & Homero Serna	Paid by Check #46240		01/30/2024	03/15/2024	03/15/2024		03/15/2024	15,636.00
		Vendor 46 - Self Help Enterprises Totals				Invoices	2		\$303,734.00
Vendor 190266CT	<b>61 - Silvas Oil Company Inc.</b> February 2024	Paid by Check #46241		02/29/2024	03/15/2024	03/15/2024		03/15/2024	130.19
622285	silvas oil dyed diesel fuel	Paid by Check #46241		03/04/2024	03/15/2024	03/15/2024		03/15/2024	2,104.90
		Vendor 61 - Silvas Oil Company Inc. Totals				Invoices	2		\$2,235.09
Vendor S174896	<b>361 - SJVAPCD</b> SJVAPCD Wastewater plant	Paid by Check #46242		03/01/2024	03/15/2024	03/15/2024		03/15/2024	965.00
		Vendor 361 - SJVAPCD Totals				Invoices	1		\$965.00
Vendor 40B2404-IN	<b>1396 - Social Vocational Services, Inc.</b> FY23/24-Parks-Feb24-Restroom/Grounds Maint Service-Reedley ADP	Paid by Check #46243		02/29/2024	03/15/2024	03/15/2024	03/11/2024	03/15/2024	3,199.20
		Vendor 1396 - Social Vocational Services, Inc. Totals				Invoices	1		\$3,199.20
Vendor 442705901	<b>189 - Terminix International</b> PD - Pest Control Service	Paid by Check #46244		01/24/2024	03/15/2024	03/15/2024		03/15/2024	69.00
444017552	FY23/24-CS-Pest Control service-Comm. Center - Feb 2024	Paid by Check #46244		02/06/2024	03/15/2024	03/15/2024	03/12/2024	03/15/2024	85.00
443997426	CH 405 E El Monte Way 02/02/2024	Paid by Check #46244		02/29/2024	03/15/2024	03/15/2024		03/15/2024	74.00
		Vendor 189 - Terminix International Totals				Invoices	3		\$228.00
Vendor	<b>717 - TMI Research Services</b>								



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CITYOD 24-2-29	SERVICE MONTH FEBRUARY 2024	Paid by Check #46245		02/29/2024	03/15/2024	03/15/2024		03/15/2024	240.00
		Vendor 717 - TMI Research Services	Totals			Invoices	1		\$240.00
Vendor 311 - Top Dog Training Center									
1799	PD - K9 Enzo & Zeus / Maintenance Training	Paid by Check #46246		03/05/2024	03/15/2024	03/15/2024		03/15/2024	180.00
		Vendor 311 - Top Dog Training Center	Totals			Invoices	1		\$180.00
Vendor 1049 - Torres Tinting									
7838	PD - Window Tint / U#15 & U#17 - SEU	Paid by Check #46247		03/08/2024	03/15/2024	03/15/2024		03/15/2024	260.00
		Vendor 1049 - Torres Tinting	Totals			Invoices	1		\$260.00
Vendor 1352 - Trizetto Provider Solutions, LLC									
3U25032400	SERVICES MONTH MARCH 2024	Paid by Check #46248		03/01/2024	03/15/2024	03/15/2024		03/15/2024	226.64
		Vendor 1352 - Trizetto Provider Solutions, LLC	Totals			Invoices	1		\$226.64
Vendor 49 - Tulare County									
IN0214350	FY23/24-Special Events-BBQ Fest- Food vendor event permits	Paid by Check #46249		03/05/2024	03/15/2024	03/15/2024	03/06/2024	03/15/2024	757.00
23-2839	Overpayment Run #23-2839	Paid by Check #46250		03/12/2024	03/15/2024	03/15/2024		03/15/2024	256.34
		Vendor 49 - Tulare County	Totals			Invoices	2		\$1,013.34
Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc									
24-03-07	February 2024	Paid by Check #46251		03/07/2024	03/15/2024	03/15/2024		03/15/2024	6,334.20
		Vendor 307 - Tulare County Consolidated Ambulance Dispatch, Inc	Totals			Invoices	1		\$6,334.20
Vendor 296 - Tulare Kings Veterinary Emergency									
215081	PD - Vet Fees / Emergency Fee & Euthanasia	Paid by Check #46252		03/09/2024	03/15/2024	03/15/2024		03/15/2024	206.98
		Vendor 296 - Tulare Kings Veterinary Emergency	Totals			Invoices	1		\$206.98
Vendor 273 - US Bank									
7235218	Successor Agency TARB 2017	Paid by Check #46254		02/23/2024	03/15/2024	03/15/2024		03/15/2024	2,700.00
523277903	ACCT# 530029 - PW COPIER CHARGES	Paid by Check #46253		02/25/2024	03/15/2024	03/15/2024		03/15/2024	1,637.88
		Vendor 273 - US Bank	Totals			Invoices	2		\$4,337.88
Vendor 359 - Valero Marketing & Supply Company									
95687489	PD - 02/07/2024 - 03/06/2024 Billing Charges	Paid by EFT #2850		03/06/2024	03/15/2024	03/15/2024		03/15/2024	9,382.74
95698320	February 2024	Paid by EFT #2851		03/06/2024	03/15/2024	03/15/2024		03/15/2024	7,939.30
		Vendor 359 - Valero Marketing & Supply Company	Totals			Invoices	2		\$17,322.04
Vendor 354 - Verizon Wireless									
9956696354	Feb/Mar 2024	Paid by Check #46255		02/14/2024	03/15/2024	03/15/2024		03/15/2024	412.66
		Vendor 354 - Verizon Wireless	Totals			Invoices	1		\$412.66
Vendor 403 - Visalia Times-Delta									
TD0054706 03/24	PD - 03/01/2024 - 03/31/2024 Service	Paid by Check #46256		03/01/2024	03/15/2024	03/15/2024		03/15/2024	36.00
		Vendor 403 - Visalia Times-Delta	Totals			Invoices	1		\$36.00
Vendor 14 - W & E Electric									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2402010	PD - Electrical Service/Repairs	Paid by Check #46257		02/05/2024	03/15/2024	03/15/2024		03/15/2024	150.00
2402033	PD - Electrical Service/Repairs	Paid by Check #46257		02/08/2024	03/15/2024	03/15/2024		03/15/2024	174.41
2402115	PD - Electrical Service/Repairs - Chief's Office	Paid by Check #46257		02/28/2024	03/15/2024	03/15/2024		03/15/2024	150.00
			Vendor 14 - W & E Electric Totals			Invoices	3		\$474.41
Vendor 1695 - Western Extrication Specialists, Inc.									
2597	Supplies	Paid by Check #46258		03/01/2024	03/15/2024	03/15/2024		03/15/2024	72.93
			Vendor 1695 - Western Extrication Specialists, Inc. Totals			Invoices	1		\$72.93
			Grand Totals			Invoices	256		\$1,061,485.51



# Accounts Payable Invoice Report

Payment Date Range 03/16/24 - 03/22/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>2053 - 4LEAF, Inc.</b>									
J0822-23A	4leaf Plan review services	Paid by Check #46261		11/09/2023	03/22/2024	03/22/2024		03/22/2024	1,986.25
Vendor <b>2053 - 4LEAF, Inc.</b> Totals							Invoices	1	\$1,986.25
Vendor <b>263 - Advantek Benefit Administrators</b>									
03/15/2024	03/15/2024 Funding Request	Paid by Check #46262		03/15/2024	03/22/2024	03/22/2024		03/22/2024	25,067.73
Vendor <b>263 - Advantek Benefit Administrators</b> Totals							Invoices	1	\$25,067.73
Vendor <b>351 - Anthem Blue Cross</b>									
000323147391	HARMAN 532W04713 04/01/24-04/30/24	Paid by Check #46263		03/04/2024	03/22/2024	03/22/2024		03/22/2024	76.40
000323162369	TYLER 299A24237 04/01/24-04/30/24	Paid by Check #46265		03/04/2024	03/22/2024	03/22/2024		03/22/2024	100.60
000323163680	MEDDERS 975A79192 04/01/24-04/30/24	Paid by Check #46266		03/04/2024	03/22/2024	03/22/2024		03/22/2024	132.70
000323166504	MAGYAR 792A24403 04/01/24-04/30/24	Paid by Check #46264		03/04/2024	03/22/2024	03/22/2024		03/22/2024	100.60
Vendor <b>351 - Anthem Blue Cross</b> Totals							Invoices	4	\$410.30
Vendor <b>21 - Aramark Uniform Services Inc.</b>									
5031376924	FY23/24-Parks-uniform allowance/safety supplies-wk. of 3/14/24	Paid by Check #46267		03/13/2024	03/22/2024	03/22/2024	03/14/2024	03/22/2024	100.11
Vendor <b>21 - Aramark Uniform Services Inc.</b> Totals							Invoices	1	\$100.11
Vendor <b>665 - Christy Arias</b>									
March 2024	Anthem Reimb 03/01/2024-03/31/2024	Paid by Check #46268		03/15/2024	03/22/2024	03/22/2024		03/22/2024	267.33
Vendor <b>665 - Christy Arias</b> Totals							Invoices	1	\$267.33
Vendor <b>17 - AT&amp;T</b>									
939103727703/24	PW Telephone 02/10/24-03/09/24	Paid by Check #46275		03/10/2024	03/22/2024	03/22/2024		03/22/2024	32.49
939105447203/24	PW Telephone 02/10/24-03/09/24	Paid by Check #46276		03/10/2024	03/22/2024	03/22/2024		03/22/2024	57.15
939105447403/24	PW Telephone 02/10/24-03/09/24	Paid by Check #46277		03/10/2024	03/22/2024	03/22/2024		03/22/2024	57.37
939105447503/24	CS Telephone 02/10/24-03/09/24	Paid by Check #46282		03/10/2024	03/22/2024	03/22/2024		03/22/2024	29.36
939105447703/24	PW Telephone 02/10/24-03/09/24	Paid by Check #46278		03/10/2024	03/22/2024	03/22/2024		03/22/2024	29.35
939105447803/24	PW Telephone 02/10/24-03/09/24	Paid by Check #46279		03/10/2024	03/22/2024	03/22/2024		03/22/2024	29.35
939106901203/24	Sportsplex - Telephone 02/10/24-03/09/24	Paid by Check #46284		03/10/2024	03/22/2024	03/22/2024		03/22/2024	77.81
939105446203/24	DSC Telephone 02/11/24-03/10/24	Paid by Check #46281		03/11/2024	03/22/2024	03/22/2024		03/22/2024	92.41
9391054469 03/24	PD - 02/11/2024 - 03/10/2024 Billing Charges	Paid by Check #46270		03/11/2024	03/22/2024	03/22/2024		03/22/2024	27.79
9391054470 3/24	3/10/2024	Paid by Check #46273		03/11/2024	03/22/2024	03/22/2024		03/22/2024	29.35
9391054471 3/24	3/10/2024	Paid by Check #46274		03/11/2024	03/22/2024	03/22/2024		03/22/2024	29.35
9391054479 3/24	3/10/2024	Paid by Check #46272		03/11/2024	03/22/2024	03/22/2024		03/22/2024	29.35
9391054740 03/24	PD - 02/11/2024 - 03/10/2024 Billing Charges	Paid by Check #46269		03/11/2024	03/22/2024	03/22/2024		03/22/2024	293.50
939105474103/24	PW Telephone 02/11/24-03/10/24	Paid by Check #46280		03/11/2024	03/22/2024	03/22/2024		03/22/2024	306.78



# Accounts Payable Invoice Report

Payment Date Range 03/16/24 - 03/22/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9391054742 3/24	3/10/2024	Paid by Check #46271		03/11/2024	03/22/2024	03/22/2024		03/22/2024	121.73
939105474403/24	Parks Telephone 02/11/24-03/10/24	Paid by Check #46283		03/11/2024	03/22/2024	03/22/2024		03/22/2024	251.22
			Vendor	17 - AT&T Totals		Invoices	16		\$1,494.36
Vendor 1575 - Avison Construction, Inc.									
3-20366	Avison Kamm and Alta Roundabout	Paid by Check #46285		03/12/2024	03/22/2024	03/22/2024		03/22/2024	110,295.00
			Vendor	1575 - Avison Construction, Inc. Totals		Invoices	1		\$110,295.00
Vendor 2057 - Bad Bears BBQ									
2024 BBQ Fest	2024 BBQ Festival Prize Money	Paid by EFT #2858		03/17/2024	03/17/2024	03/17/2024		03/17/2024	1,300.00
			Vendor	2057 - Bad Bears BBQ Totals		Invoices	1		\$1,300.00
Vendor 65 - Banner Pest Control									
214680	PD - Downtown / Removal of Pigeons	Paid by Check #46286		02/02/2024	03/22/2024	03/22/2024		03/22/2024	75.00
214910	PD - Downtown / Removal of Pigeons	Paid by Check #46286		02/21/2024	03/22/2024	03/22/2024		03/22/2024	75.00
			Vendor	65 - Banner Pest Control Totals		Invoices	2		\$150.00
Vendor 2056 - Bar-B-Cuda BBQ									
2024 BBQ Fest	2024 BBQ Festival Prize Money	Paid by EFT #2859		03/17/2024	03/17/2024	03/17/2024		03/17/2024	650.00
			Vendor	2056 - Bar-B-Cuda BBQ Totals		Invoices	1		\$650.00
Vendor 80 - California Business Machines									
345202	PD - Copiers Maintenance	Paid by Check #46287		03/11/2024	03/22/2024	03/22/2024		03/22/2024	367.16
			Vendor	80 - California Business Machines Totals		Invoices	1		\$367.16
Vendor 305 - Cartozian Air Conditioning and Heating Inc.									
19707	FY23/24-CS-Labor for A/C motor replacement (under warranty)	Paid by Check #46288		03/06/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	125.00
19730	FY23/24-Removal of old unit @CPR facility-air handler/heat pump	Paid by Check #46288		03/13/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	8,749.75
19717	FY23/24-CS-Travel&Labor install A/C vents -parts under warranty	Paid by Check #46288		03/14/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	250.00
			Vendor	305 - Cartozian Air Conditioning and Heating Inc. Totals		Invoices	3		\$9,124.75
Vendor 246 - Central San Joaquin Valley Risk Management Auth.									
RMA 2024-0214	2023/2024 4th QUARTER DEPOSITS	Paid by Check #46289		03/15/2024	03/22/2024	03/22/2024		03/22/2024	404,595.00
			Vendor	246 - Central San Joaquin Valley Risk Management Auth. Totals		Invoices	1		\$404,595.00
Vendor 8 - City of Dinuba									
2024 BBQ Fest	2024 BBQ Festival Prize Money petty cash reimbursement	Paid by EFT #2860		03/17/2024	03/17/2024	03/17/2024		03/17/2024	3,400.00
			Vendor	8 - City of Dinuba Totals		Invoices	1		\$3,400.00
Vendor 170 - Comcast									
0160181 03/07/24	PW 1088 E KAMM AVE 03/11/24-04/10/24	Paid by Check #46292		03/07/2024	03/22/2024	03/22/2024		03/22/2024	48.46





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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0148160 03/11/24	CS 1390 E ELIZABETH WAY 03/16/24-04/15/24	Paid by Check #46291		03/11/2024	03/22/2024	03/22/2024		03/22/2024	276.83
0148178 03/12/24	PD 680 S ALTA AVE 03/17/24- 04/16/24	Paid by Check #46290		03/12/2024	03/22/2024	03/22/2024		03/22/2024	584.94
			Vendor <b>170 - Comcast</b> Totals			Invoices	3		\$910.23
Vendor <b>1952 - Conn Doors</b>									
33689	conn doors fire station improvements	Paid by Check #46293		02/08/2024	03/22/2024	03/22/2024		03/22/2024	2,963.18
			Vendor <b>1952 - Conn Doors</b> Totals			Invoices	1		\$2,963.18
Vendor <b>3 - Culligan Water</b>									
201746	culligan exchange tank	Paid by Check #46294		02/29/2024	03/22/2024	03/22/2024		03/22/2024	78.00
			Vendor <b>3 - Culligan Water</b> Totals			Invoices	1		\$78.00
Vendor <b>720 - Dell Marketing L.P.</b>									
10736364263	PD - MDT's Docking Stations	Paid by Check #46295		03/11/2024	03/22/2024	03/22/2024		03/22/2024	377.54
			Vendor <b>720 - Dell Marketing L.P.</b> Totals			Invoices	1		\$377.54
Vendor <b>200 - Dinuba Unified School District</b>									
INV0001	2023-2024 Yearbook	Paid by Check #46297		03/12/2024	03/22/2024	03/22/2024		03/22/2024	150.00
FC#689	FY23/24-Youth Sports-23/24 basketball season supplies	Paid by Check #46296		03/13/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	202.78
			Vendor <b>200 - Dinuba Unified School District</b> Totals			Invoices	2		\$352.78
Vendor <b>552 - Dragnet Pest Control</b>									
1283-07-03-24	FY23/24- DSC -Pest control service-March 2024	Paid by Check #46298		03/08/2024	03/22/2024	03/22/2024	03/15/2024	03/22/2024	68.00
			Vendor <b>552 - Dragnet Pest Control</b> Totals			Invoices	1		\$68.00
Vendor <b>309 - Elbert Distributing</b>									
24094750	elbert distributing inventory	Paid by Check #46299		03/07/2024	03/22/2024	03/22/2024		03/22/2024	75.37
			Vendor <b>309 - Elbert Distributing</b> Totals			Invoices	1		\$75.37
Vendor <b>1506 - Enterprise FM Trust</b>									
FBN4983672	enterprise lease charge	Paid by Check #46300		03/05/2024	03/22/2024	03/22/2024		03/22/2024	6,076.70
			Vendor <b>1506 - Enterprise FM Trust</b> Totals			Invoices	1		\$6,076.70
Vendor <b>280 - Intersect</b>									
224EP31191	PD - February 2024 Service	Paid by Check #46301		02/29/2024	03/22/2024	03/22/2024		03/22/2024	100.00
			Vendor <b>280 - Intersect</b> Totals			Invoices	1		\$100.00
Vendor <b>36 - Ewing Irrigation Products</b>									
21670454	FY23/24-Parks-Delgado Park - Irrigation supplies/parts	Paid by Check #46302		03/05/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	450.52
			Vendor <b>36 - Ewing Irrigation Products</b> Totals			Invoices	1		\$450.52
Vendor <b>171 - Fruit Growers Supply Co.</b>									
92443392	FY23/24-Parks-Equipment Maintenance-Cap Filler/ring	Paid by Check #46303		03/05/2024	03/22/2024	03/22/2024	03/12/2024	03/22/2024	12.22
92444144	FY23/24-Parks-Equipment Maintenance	Paid by Check #46303		03/08/2024	03/22/2024	03/22/2024	03/14/2024	03/22/2024	2.42
			Vendor <b>171 - Fruit Growers Supply Co.</b> Totals			Invoices	2		\$14.64





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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 1801 - Garda CL West, INC</b>									
20598022	SERVICE MONTH FEBRUARY 2024	Paid by Check #46304		02/29/2024	03/22/2024	03/22/2024		03/22/2024	10.29
Vendor 1801 - Garda CL West, INC Totals							Invoices	1	\$10.29
<b>Vendor 18 - The Gas Company</b>									
0486158404503/24	Sportsplex 201 N URUAPAN WAY 02/01/24-03/04/24	Paid by Check #46307		03/06/2024	03/22/2024	03/22/2024		03/22/2024	149.67
1263155600303/24	DSC GAS 02/01/24-03/04/24	Paid by Check #46308		03/06/2024	03/22/2024	03/22/2024		03/22/2024	107.89
1620156700103/24	CS 1390 E ELIZABETH WAY 02/01/24-03/04/24	Paid by Check #46309		03/06/2024	03/22/2024	03/22/2024		03/22/2024	513.87
16201580004 3/24	February 2024	Paid by Check #46305		03/06/2024	03/22/2024	03/22/2024		03/22/2024	100.83
1641156700703/24	110 S COLLEGE AVE 02/01/24- 03/04/24	Paid by Check #46306		03/06/2024	03/22/2024	03/22/2024		03/22/2024	59.61
Vendor 18 - The Gas Company Totals							Invoices	5	\$931.87
<b>Vendor 252 - Geil Enterprises, Inc.</b>									
444593	geil service for April-June 2024 fire/ Burglar alarm	Paid by Check #46310		04/01/2024	03/22/2024	03/22/2024		03/22/2024	333.00
444714	geil service for April- June 2024	Paid by Check #46310		04/01/2024	03/22/2024	03/22/2024		03/22/2024	222.00
444715	geil service for April- June 20204 Fire alarm	Paid by Check #46310		04/01/2024	03/22/2024	03/22/2024		03/22/2024	309.00
445216	Geil Service for april-June 2024 alarm monitoring	Paid by Check #46310		04/01/2024	03/22/2024	03/22/2024		03/22/2024	507.00
Vendor 252 - Geil Enterprises, Inc. Totals							Invoices	4	\$1,371.00
<b>Vendor 139 - Henry Schein Inc.</b>									
69050109	Supplies	Paid by Check #46311		01/10/2024	03/22/2024	03/22/2024		03/22/2024	116.44
77846752	Supplies	Paid by Check #46311		03/14/2024	03/22/2024	03/22/2024		03/22/2024	837.67
Vendor 139 - Henry Schein Inc. Totals							Invoices	2	\$954.11
<b>Vendor 856 - Internal Revenue Service</b>									
94-6000320 Dec21	Notice CP215 Tax period ending 12/31/2021	Paid by Check #46312		03/11/2024	03/22/2024	03/22/2024		03/22/2024	25,780.00
Vendor 856 - Internal Revenue Service Totals							Invoices	1	\$25,780.00
<b>Vendor 208 - Interwest Consulting Group Inc.</b>									
91041	interwest plan check and inspection 2022-2023 8/1/23- 9/20/2023	Paid by Check #46313		09/20/2023	03/22/2024	03/22/2024		03/22/2024	2,642.50
91885	interwest plan check and inspection 9/1/23-9/30/23	Paid by Check #46313		10/27/2023	03/22/2024	03/22/2024		03/22/2024	392.50
174916	interwest plan check and inspection 10/1/23-10/31/23	Paid by Check #46313		12/01/2023	03/22/2024	03/22/2024		03/22/2024	873.60
177445	interwest plan check and inspection 12/1/23-12/31/23	Paid by Check #46313		01/29/2024	03/22/2024	03/22/2024		03/22/2024	728.00
Vendor 208 - Interwest Consulting Group Inc. Totals							Invoices	4	\$4,636.60
<b>Vendor 6 - Jim Manning Dodge Inc.</b>									
162316DOR	jim manning inventory	Paid by Check #46314		03/12/2024	03/22/2024	03/22/2024		03/22/2024	108.85
Vendor 6 - Jim Manning Dodge Inc. Totals							Invoices	1	\$108.85



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
<b>Vendor 1899 - Kansas City Barbeque Society</b>									
Sanct2024-2	FY23/24-Fund191-Special Events-BBQFest-KCBS sanctioning fee	Paid by Check #46315		03/16/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	500.00
Vendor 1899 - Kansas City Barbeque Society Totals							Invoices	1	\$500.00
<b>Vendor 852 - Kent M Kawagoe Ph.D.</b>									
JANFEB2024	PD - Psych Evaluations (Garcia & Montemayor) & Debriefings	Paid by Check #46316		02/29/2024	03/22/2024	03/22/2024		03/22/2024	1,400.00
Vendor 852 - Kent M Kawagoe Ph.D. Totals							Invoices	1	\$1,400.00
<b>Vendor 1403 - Kings Industrial Occupational Medical Center, Inc.</b>									
225382	SERVICE MONTH JANUARY 2024	Paid by Check #46317		03/06/2024	03/22/2024	03/22/2024		03/22/2024	2,604.45
Vendor 1403 - Kings Industrial Occupational Medical Center, Inc. Totals							Invoices	1	\$2,604.45
<b>Vendor 1747 - KRC Safety Co Inc</b>									
63001	krc stop sign	Paid by Check #46318		03/06/2024	03/22/2024	03/22/2024		03/22/2024	2,279.15
Vendor 1747 - KRC Safety Co Inc Totals							Invoices	1	\$2,279.15
<b>Vendor 2055 - Marc Lane</b>									
2024 BBQ Fest	2024 BBQ Festival Prize Money	Paid by EFT #2857		03/17/2024	03/17/2024	03/17/2024		03/17/2024	1,350.00
Vendor 2055 - Marc Lane Totals							Invoices	1	\$1,350.00
<b>Vendor 1247 - Linda Launer</b>									
Burbank 2024	League of Calif Cities-March Policy Committee 03/21/24-03/22/24	Paid by Check #46259		03/18/2024	03/19/2024	03/19/2024		03/20/2024	60.00
Vendor 1247 - Linda Launer Totals							Invoices	1	\$60.00
<b>Vendor 449 - Les Schwab Tire Centers of Central California</b>									
55100334152	les schwab pd-05	Paid by Check #46319		03/13/2024	03/22/2024	03/22/2024		03/22/2024	750.27
Vendor 449 - Les Schwab Tire Centers of Central California Totals							Invoices	1	\$750.27
<b>Vendor 641 - Gabriel Loreda</b>									
SACRAMENTO2024	PD - ICI Computer/Investigation of Internet Crimes - Training	Paid by Check #46320		03/11/2024	03/22/2024	03/22/2024		03/22/2024	349.00
Vendor 641 - Gabriel Loreda Totals							Invoices	1	\$349.00
<b>Vendor 1723 - Matson Alarm Co, Inc.</b>									
4473136	FY23/24-Sportsplex-Alarm monitoring services 4/1-4/30	Paid by Check #46321		04/01/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	106.00
4484298	Fire & Security Monitoring - 405 E El Monte Way 04/01/24-04/30/2	Paid by Check #46321		04/01/2024	03/22/2024	03/22/2024		03/22/2024	118.00
Vendor 1723 - Matson Alarm Co, Inc. Totals							Invoices	2	\$224.00
<b>Vendor 1943 - Mineral King Publishing, Inc</b>									
712717	mineral king public notice-mvt	Paid by Check #46322		12/31/2023	03/22/2024	03/22/2024		03/22/2024	248.00
712718	Mineral King Public Notice-MVT	Paid by Check #46322		12/31/2023	03/22/2024	03/22/2024		03/22/2024	504.00
712719	Mineral King Public Notice-MVT	Paid by Check #46322		12/31/2023	03/22/2024	03/22/2024		03/22/2024	304.00
713014	Mineral King Public Notice-MVT	Paid by Check #46322		02/29/2024	03/22/2024	03/22/2024		03/22/2024	560.00
Vendor 1943 - Mineral King Publishing, Inc Totals							Invoices	4	\$1,616.00
<b>Vendor 22 - Moore Twining Associates Inc.</b>									
4136386	moore industrial	Paid by Check #46323		02/15/2024	03/22/2024	03/22/2024		03/22/2024	163.00
4137489	moore industrial	Paid by Check #46323		03/12/2024	03/22/2024	03/22/2024		03/22/2024	88.00



# Accounts Payable Invoice Report

Payment Date Range 03/16/24 - 03/22/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4137490	moore industrial	Paid by Check #46323		03/12/2024	03/22/2024	03/22/2024		03/22/2024	88.00
4137491	moore in-house	Paid by Check #46323		03/12/2024	03/22/2024	03/22/2024		03/22/2024	102.00
4137662	moore industrial	Paid by Check #46323		03/15/2024	03/22/2024	03/22/2024		03/22/2024	88.00
4137663	moore industrial	Paid by Check #46323		03/15/2024	03/22/2024	03/22/2024		03/22/2024	88.00
4137667	moore industrial	Paid by Check #46323		03/15/2024	03/22/2024	03/22/2024		03/22/2024	88.00
4137669	moore industrial	Paid by Check #46323		03/15/2024	03/22/2024	03/22/2024		03/22/2024	163.00
		Vendor 22 - Moore Twining Associates Inc. Totals				Invoices	8		\$868.00
Vendor 59 - Motorola Credit Corporation									
8281836089	League of Calif Cities- March Policy Committee Meeting 03/21/24	Paid by Check #46324		03/05/2024	03/19/2024	03/19/2024		03/22/2024	6,719.05
		Vendor 59 - Motorola Credit Corporation Totals				Invoices	1		\$6,719.05
Vendor 2051 - Novielli Painting									
1283	Novielli Painting fire station improv.	Paid by Check #46325		02/28/2024	03/22/2024	03/22/2024		03/22/2024	25,385.00
		Vendor 2051 - Novielli Painting Totals				Invoices	1		\$25,385.00
Vendor 142 - Office Depot BSD									
355558992001	Supplies	Paid by Check #46326		03/01/2024	03/22/2024	03/22/2024		03/22/2024	139.63
357633947001	Admin office - copy paper	Paid by Check #46326		03/06/2024	03/22/2024	03/22/2024		03/22/2024	165.38
		Vendor 142 - Office Depot BSD Totals				Invoices	2		\$305.01
Vendor 1773 - Pace Supply Corp.									
199343180	pace galv mall	Paid by Check #46327		03/13/2024	03/22/2024	03/22/2024		03/22/2024	209.62
		Vendor 1773 - Pace Supply Corp. Totals				Invoices	1		\$209.62
Vendor 76 - Pacific Gas & Electric									
4979039280402/24	DSC 01/26/24-02/26/24	Paid by Check #46347		02/27/2024	03/22/2024	03/22/2024		03/22/2024	1,173.35
2257627333203/24	Parks 425 S ALTA AVE 02/02/24-03/04/24	Paid by Check #46344		03/05/2024	03/22/2024	03/22/2024		03/22/2024	12.27
1344455159503/24	NW COR M & VENTURA AVE 02/07/24-03/07/24	Paid by Check #46332		03/08/2024	03/22/2024	03/22/2024		03/22/2024	87.60
2104753778803/24	155 W MERCED AVE 02/07/24-03/07/24	Paid by Check #46334		03/08/2024	03/22/2024	03/22/2024		03/22/2024	123.95
2848783828703/24	L & L 1455 S CRAWFORD AVE 02/07/24-03/07/24	Paid by Check #46345		03/08/2024	03/22/2024	03/22/2024		03/22/2024	12.38
5883091940103/24	188 N L ST 06/27/23-02/26/24	Paid by Check #46337		03/08/2024	03/22/2024	03/22/2024		03/22/2024	152.79
6058049267003/24	148 S M ST 02/07/24-03/07/24	Paid by Check #46338		03/08/2024	03/22/2024	03/22/2024		03/22/2024	9.86
6308054466903/24	ALLEY BTWN L & K ST 02/07/24-03/07/24	Paid by Check #46339		03/08/2024	03/22/2024	03/22/2024		03/22/2024	9.86
6870376077 03/24	PD - 02/07/2024 - 03/07/2024 Billing Charges	Paid by Check #46330		03/08/2024	03/22/2024	03/22/2024		03/22/2024	33.52
8607273249703/24	L & L 1001 E EL PASO AVE 02/07/24-03/07/24	Paid by Check #46350		03/08/2024	03/22/2024	03/22/2024		03/22/2024	34.40
6724721106203/24	TULARE & L ST 02/08/24-03/08/24	Paid by Check #46340		03/10/2024	03/22/2024	03/22/2024		03/22/2024	135.33



# Accounts Payable Invoice Report

Payment Date Range 03/16/24 - 03/22/24  
Report By Vendor - Invoice  
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
6766387770103/24	TULARE & L ST 02/08/24-03/08/24	Paid by Check #46341		03/10/2024	03/22/2024	03/22/2024		03/22/2024	85.17
7748430711903/24	Parks 1133 S COLLEGE AVE 02/08/24-03/08/24	Paid by Check #46349		03/10/2024	03/22/2024	03/22/2024		03/22/2024	36.60
1693144969403/24	Parks N/KAMM E/GREEN 02/08/24-03/10/24	Paid by Check #46343		03/11/2024	03/22/2024	03/22/2024		03/22/2024	201.50
1834091213003/24	100 N/MARSHALL AVE 02/08/24-03/10/24	Paid by Check #46333		03/11/2024	03/22/2024	03/22/2024		03/22/2024	12.06
3396308460403/24	L & L S/KAMM & O ST 02/08/24-03/10/24	Paid by Check #46346		03/11/2024	03/22/2024	03/22/2024		03/22/2024	11.29
35474471071 3/24	420 E TULARE ST 2/7/24-3/7/2024	Paid by Check #46328		03/11/2024	03/22/2024	03/22/2024		03/22/2024	798.83
4964113683003/24	MILSAP & MYRTLE ALLEY 02/07/24-03/07/24	Paid by Check #46335		03/11/2024	03/22/2024	03/22/2024		03/22/2024	144.23
5167308560403/24	S/E KAMM & ALTA 02/08/24-03/10/24	Paid by Check #46336		03/11/2024	03/22/2024	03/22/2024		03/22/2024	167.52
5683054506 03/24	PD - 02/07/2024 - 03/07/2024 Billing Charges	Paid by Check #46329		03/11/2024	03/22/2024	03/22/2024		03/22/2024	5,279.39
6021181187603/24	Sportsplex 201 N Uruapan Way 02/07/24-03/07/24	Paid by Check #46348		03/11/2024	03/22/2024	03/22/2024		03/22/2024	2,087.64
61830544740 3/24	496 E TULARE ST 2/7/24-3/7/24	Paid by Check #46331		03/11/2024	03/22/2024	03/22/2024		03/22/2024	1,357.31
8744095279103/24	301 E KAMM AVE 02/08/24-03/10/24	Paid by Check #46342		03/11/2024	03/22/2024	03/22/2024		03/22/2024	35.04
9459141832503/24	L & L W/COLLEGE 100 N/MARSHALL 02/08/24-03/10/24	Paid by Check #46351		03/11/2024	03/22/2024	03/22/2024		03/22/2024	10.52
			Vendor 76 - Pacific Gas & Electric Totals			Invoices	24		\$12,012.41
Vendor 821 - Parker & Parker Plumbing									
2024-40	parker & Plumbing testing	Paid by Check #46352		01/19/2024	03/22/2024	03/22/2024		03/22/2024	769.29
			Vendor 821 - Parker & Parker Plumbing Totals			Invoices	1		\$769.29
Vendor 2054 - ProPet Distributors									
145274	FY23/24-Parks-Nebraska Park-Doggie Little bags- 1 case	Paid by Check #46353		03/11/2024	03/22/2024	03/22/2024	03/15/2024	03/22/2024	221.60
			Vendor 2054 - ProPet Distributors Totals			Invoices	1		\$221.60
Vendor 1583 - Joel Ramirez									
Reimburse3/20/24	Safety Bucks Reimbursement - Fitness Shoes	Paid by Check #46354		03/20/2024	03/22/2024	03/22/2024		03/22/2024	27.20
			Vendor 1583 - Joel Ramirez Totals			Invoices	1		\$27.20
Vendor 38 - Reedley Irrigation System									
RIS-POS02-54274	FY23/24-Parks-Irrigation parts/supplies-Viscaya	Paid by Check #46355		03/08/2024	03/22/2024	03/22/2024	03/12/2024	03/22/2024	51.66
			Vendor 38 - Reedley Irrigation System Totals			Invoices	1		\$51.66
Vendor 124 - Reedley Veterinary Hospital									
147	PD - Vet Fees / February Disposal	Paid by Check #46356		03/05/2024	03/22/2024	03/22/2024		03/22/2024	1,069.00
			Vendor 124 - Reedley Veterinary Hospital Totals			Invoices	1		\$1,069.00
Vendor 1379 - Retail California									



# Accounts Payable Invoice Report

Payment Date Range 03/16/24 - 03/22/24  
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
02/27/2024	Appraisal - Vacant Land on El Monte Way	Paid by Check #46357		02/27/2024	03/22/2024	03/22/2024		03/22/2024	1,000.00
		Vendor 1379 - Retail California Totals				Invoices	1		\$1,000.00
Vendor 1677 - Rodeo Wild West									
179606	Rodeo Tim's 2nd pair	Paid by Check #46358		01/01/2024	03/22/2024	03/22/2024		03/22/2024	150.00
		Vendor 1677 - Rodeo Wild West Totals				Invoices	1		\$150.00
Vendor 1982 - Ian Schmidt									
DIInubaBBF-2024	FY23/24-Fund191-Special Events-BBQFest-KCBS rep travel/expense	Paid by Check #46359		03/16/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	242.15
		Vendor 1982 - Ian Schmidt Totals				Invoices	1		\$242.15
Vendor 46 - Self Help Enterprises									
DIN21HB 9/15/23	Self Help Loan # 16027 DIN21HB 9/15/23 Damian Martinez HB	Paid by Check #46360		09/15/2023	03/22/2024	03/22/2024		03/22/2024	138,731.65
		Vendor 46 - Self Help Enterprises Totals				Invoices	1		\$138,731.65
Vendor 1691 - Serviam by Wright LLP									
32496	740 Harvard - Services for February 2024	Paid by Check #46361		03/01/2024	03/22/2024	03/22/2024		03/22/2024	721.70
		Vendor 1691 - Serviam by Wright LLP Totals				Invoices	1		\$721.70
Vendor 92 - Target Specialty Products									
INVP501424476	target reward landscape and Aquatic	Paid by Check #46362		03/13/2024	03/22/2024	03/22/2024		03/22/2024	2,490.60
INVP501426102	Target round up pro conc	Paid by Check #46362		03/14/2024	03/22/2024	03/22/2024		03/22/2024	1,962.31
INVP501426106	target reward landscape and Aquatic	Paid by Check #46362		03/14/2024	03/22/2024	03/22/2024		03/22/2024	1,593.65
		Vendor 92 - Target Specialty Products Totals				Invoices	3		\$6,046.56
Vendor 189 - Terminix International									
443895947	PD - Pest Control Service	Paid by Check #46363		02/27/2024	03/22/2024	03/22/2024		03/22/2024	74.00
		Vendor 189 - Terminix International Totals				Invoices	1		\$74.00
Vendor 846 - Thomson Reuters - West									
849915606	PD - Federal Criminal Code & Rules Subscription	Paid by Check #46364		03/12/2024	03/22/2024	03/22/2024		03/22/2024	286.44
		Vendor 846 - Thomson Reuters - West Totals				Invoices	1		\$286.44
Vendor 818 - Kuldip Thusu									
Burbank 2024	League of Calif Cities-March Policy Committee 03/20/24-03/22/24	Paid by Check #46260		03/18/2024	03/19/2024	03/19/2024		03/20/2024	120.00
		Vendor 818 - Kuldip Thusu Totals				Invoices	1		\$120.00
Vendor 426 - Tioga Solar									
1060354215	Tioga Solar 2/1/24-2/29/24	Paid by Check #46365		02/29/2024	03/22/2024	03/22/2024		03/22/2024	45,538.14
1090030716	tioga credit memo for inv 1060286337	Paid by Check #46365		03/13/2024	03/22/2024	03/22/2024		03/22/2024	(212.44)
		Vendor 426 - Tioga Solar Totals				Invoices	2		\$45,325.70
Vendor 561 - America Trevino									
March 2024	Anthem Reimb 03/01/2024-03/31/2024	Paid by Check #46366		03/11/2024	03/22/2024	03/22/2024		03/22/2024	296.80



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>561 - America Trevino</b> Totals						Invoices	1		\$296.80
Vendor <b>192 - UNUM Life Insurance Company of America</b>									
04/1/24-04/30/24	0537123-001	Paid by Check #46367		03/14/2024	03/22/2024	03/22/2024		03/22/2024	11,358.42
Vendor <b>192 - UNUM Life Insurance Company of America</b> Totals						Invoices	1		\$11,358.42
Vendor <b>273 - US Bank</b>									
524578945	March 2024	Paid by Check #46368		03/12/2024	03/22/2024	03/22/2024		03/22/2024	136.29
Vendor <b>273 - US Bank</b> Totals						Invoices	1		\$136.29
Vendor <b>1702 - US Bank Corporate Payment System</b>									
3437 03/11/2024	FD	Paid by EFT #2855		03/11/2024	03/22/2024	03/22/2024		03/22/2024	195.00
5855 03/11/2024	Dustin	Paid by EFT #2854		03/11/2024	03/22/2024	03/22/2024		03/22/2024	2,085.07
6510 03/11/2024	Joanne	Paid by EFT #2856		03/11/2024	03/22/2024	03/22/2024		03/22/2024	2,422.48
Vendor <b>1702 - US Bank Corporate Payment System</b> Totals						Invoices	3		\$4,702.55
Vendor <b>129 - Valley Industrial &amp; Family Medical Group</b>									
509836	SERVICE MONTH FEBRUARY 2024	Paid by Check #46369		02/28/2024	03/22/2024	03/22/2024		03/22/2024	115.00
Vendor <b>129 - Valley Industrial &amp; Family Medical Group</b> Totals						Invoices	1		\$115.00
Vendor <b>354 - Verizon Wireless</b>									
9958772736	PD - 02/11/2024 - 03/10/2024	Paid by Check #46370		03/10/2024	03/22/2024	03/22/2024		03/22/2024	2,056.38
	Billing Charges								
Vendor <b>354 - Verizon Wireless</b> Totals						Invoices	1		\$2,056.38
Vendor <b>14 - W &amp; E Electric</b>									
2401051	w&e lift pump controls	Paid by Check #46371		01/10/2024	03/22/2024	03/22/2024		03/22/2024	3,025.00
2402056	w&e Pole #403956 retrofit street light to LED	Paid by Check #46371		02/12/2024	03/22/2024	03/22/2024		03/22/2024	373.55
Vendor <b>14 - W &amp; E Electric</b> Totals						Invoices	2		\$3,398.55
Vendor <b>209 - Zweigle Septic Service</b>									
40823	FY23/24-Fund191/Special Events-BBQ Fest-Portable restroom rental	Paid by Check #46372		03/18/2024	03/22/2024	03/22/2024	03/18/2024	03/22/2024	3,355.00
Vendor <b>209 - Zweigle Septic Service</b> Totals						Invoices	1		\$3,355.00
Vendor <b>Elvia Maximino Pascual</b>									
23-3350	Overpayment Run #23-3350	Paid by Check #46373		03/18/2024	03/22/2024	03/22/2024		03/22/2024	300.00
Vendor <b>Elvia Maximino Pascual</b> Totals						Invoices	1		\$300.00
Grand Totals						Invoices	149		\$881,655.57



## City Council Staff Report

Department: FINANCE SERVICES

March 26, 2024

**To:** Mayor and City Council

**From:** Karina Solis, Administrative Services Director

**Subject:** Successor Agency Resolution No. 2024-1 Authorizing the Refunding of 2014 Tax Allocation Bonds for Debt Service Savings (KS)

### RECOMMENDATION

Successor Agency to adopt Resolution No. 2024-1 authorizing the issuance and sale of Tax Allocation Refunding Bonds in an amount of not to exceed \$11,000,000, approving the form of an Indenture of Trust and a form of Escrow Agreement, and authorizing certain other actions in connection therewith.

### EXECUTIVE SUMMARY

The Successor Agency for the former Dinuba Redevelopment Agency is proposing to refinance \$10.2 million in outstanding debt that was issued in 2014. By refinancing this debt at a lower interest rate, the Successor Agency is expected to save approximately \$878,300 interest payments. Resolution No. 2024-1 authorizes staff to refinance this debt.

### OUTSTANDING ISSUES

None.

### DISCUSSION

In 2014 the Successor Agency to the former Dinuba Redevelopment Agency issued Tax Allocation Refunding Bonds in the amount of \$14,650,000. The current balance on this debt is \$10,230,000. The 2014 bonds have an interest rate of 5%. Staff anticipates that the current interest rates would be less than 3%, resulting in a savings of approximately \$878,300 in interest payments over the remaining life of the bonds. The term of the original bonds will remain unchanged and will be paid off on September 1, 2033.

Based on the redevelopment dissolution laws, the savings amount would be split among taxing entities, including the county, school districts, and the City's general fund. The City general fund share of a residual property tax dollar is approximately 17.3%, making the City's share of the estimated total debt service savings approximately \$152,000.

Once the Successor Agency authorizes the refinancing of the bonds, the City is required present the proposed refinancing to the Countywide Oversight Board for review and approval. Staff expects to present this item to the Oversight Board on April 19. If approved by the Oversight Board, the State Department of Finance has 60 days to review and approve the refinancing.

Once all agencies approve the bond refinancing, staff expects for the bonds to be priced and sold the first week of July 2024. Resolution No. 2024-1 enclosed herein as Attachment 'A' is the necessary first step in authorizing the refinancing.

### FISCAL IMPACT

The total estimated debt service savings that will be generated by refunding the Prior Obligations is approximately \$878,300. The City's General Fund share of the estimated total debt service savings is approximately \$152,000.

Pursuant to the requirements contained in SB 450, estimated financial information relative to the issuance of the 2024



Bonds is shown in the table below:

<i>Item</i>	<i>Estimate as of 3/14/2024</i>
<i>1. True Interest Cost of the 2024 Bonds</i>	<i>3.013%</i>
<i>2. Finance Charge of the Bonds</i>	<i>\$365,982</i>
<i>3. Net Bond Proceeds</i>	<i>\$10,444,571</i>
<i>4. Total Payment Amount</i>	<i>\$12,582,181</i>

1. True interest cost of the bonds: This is the estimated interest rate for the 2024 Bonds, and includes certain finance charges.

2. Finance charge of the bonds: This is the total amount of fees and expenses for refinancing the Prior Obligations (a one-time charge). This amount will be paid from bond proceeds of the 2024 Bonds.

3. Net Bond Proceeds: This is the net amount that will be produced from the 2024 Bonds after all costs, which will provide the total amount needed to payoff the outstanding 2014 Bonds.

4. Total Payment Amount: This is total principal and interest payments, plus an (est.) \$2,500 annual Trustee fee as long as the 2024 Bonds are outstanding.

The repayment of principal and interest on the 2024 Bonds is payable solely from Pledged Tax Revenues, which is tax increment revenues from the Project Area deposited into the Agency's Redevelopment Property Tax Trust Fund ("RPTTF"), and available after satisfying certain administrative costs of the County and pass through obligations to affected taxing entities. All costs of issuance of the 2024 Bonds will be paid from a portion of the bond proceeds.

## **PUBLIC HEARING**

None.

## **ATTACHMENTS:**

Description

- [A. Resolution No. 2024-1 Authorizing the Refunding of Bonds](#)
- [B. Form of Indenture of Trust](#)
- [C. Form of Escrow Agreement](#)
- [D. Municipal Advisor's Savings Analysis](#)



## **RESOLUTION NO. 2024-1**

### **RESOLUTION OF THE SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS IN AN AMOUNT OF NOT TO EXCEED ELEVEN MILLION DOLLARS (\$11,000,000), AND APPROVING THE FORM OF AN INDENTURE OF TRUST AND A FORM OF ESCROW AGREEMENT, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the Dinuba Redevelopment Agency (the “Prior Agency”) was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California) (the “Law”), and the powers of the Prior Agency included the power to issue bonds for any of its corporate purposes; and

**WHEREAS**, a Redevelopment Plan was adopted and approved for the Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, and amended from time to time, in compliance with all requirements of the Law, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with; and

**WHEREAS**, on June 28, 2011, the California Legislature adopted ABx1 26 (the “Dissolution Act”) and ABx1 27 (the “Opt-in Bill”); and

**WHEREAS**, the California Supreme Court subsequently upheld the provisions of the Dissolution Act and invalidated the Opt-in Bill, resulting in the dissolution of the Prior Agency as of February 1, 2012; and

**WHEREAS**, the Prior Agency’s redevelopment powers, assets and obligations were transferred on February 1, 2012 to the Successor Agency to the Dinuba Redevelopment Agency (the “Successor Agency”); and

**WHEREAS**, on or about June 27, 2012, AB1484 was adopted as a trailer bill in connection with the 2012-13 California Budget; and

**WHEREAS**, the Successor Agency previously issued its Successor Agency to the Dinuba Redevelopment Agency Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, as Amended, Tax Allocation Refunding Bonds, Issue of 2014 (the “Prior Obligations”), for the purpose of refunding certain obligations of the Prior Agency; and

**WHEREAS**, California Health and Safety Code Section 34177.5(a)(1) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that: (i) the total interest cost to maturity on the refunding bonds or other indebtedness, plus the principal amount of the refunding bonds or other indebtedness, does not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded, plus the remaining principal of the bonds or other indebtedness to be refunded; and (ii) the principal amount of the refunding bonds or other

indebtedness does not exceed the amount required to defease the bonds or other indebtedness to be refunded, to establish customary debt service reserves and to pay related costs of issuance; and

**WHEREAS**, the Successor Agency now desires to authorize and approve the issuance of tax allocation refunding bonds (the “2024 Bonds”) in an aggregate principal amount sufficient to refund all or a portion of the Prior Obligations, and to irrevocably set aside a portion of the proceeds of such 2024 Bonds in one or more separate segregated trust funds which will be used to refund the outstanding Prior Obligations being refunded, to pay costs in connection with the issuance of the 2024 Bonds and to make certain other deposits as required by the Indenture (as defined below); and

**WHEREAS**, the 2024 Bonds shall be secured by a pledge of property tax revenues authorized by California Health and Safety Code Section 34177.5(a) and (g), pursuant to the provisions of Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Bond Law”); and

**WHEREAS**, the Successor Agency wishes at this time to approve matters relating to the issuance and sale of the 2024 Bonds; and

**WHEREAS**, good faith estimates of certain information relating to the 2024 Bonds is set forth in the staff report submitted to the Successor Agency herewith as required by California Government Code Section 5852.1; such estimates were provided by Urban Futures Inc., the Successor Agency’s Municipal Advisor;

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Approval of Bonds.** Subject to the provisions of the Indenture referred to in Section 2 hereof, the issuance of the 2024 Bonds, in one or more series, and from time to time, in an aggregate principal amount of not to exceed \$11,000,000, or such lesser amount as is sufficient to refund all or a portion of the Prior Obligations for the purpose of achieving debt service savings in accordance with Health & Safety Code Section 34177.5(a)(1) and the pledge of property tax revenues to the 2024 Bonds pursuant to the Indenture approved by Section 2 of this Resolution (as authorized by California Health and Safety Code Section 34177.5(a) and (g)) is hereby approved on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture. The 2024 Bonds will be dated, will bear interest at the rates, will mature on the dates, will be issued in the form, will be subject to redemption, and will be as otherwise provided in the Indenture, as the same will be completed as provided in this Resolution. The proceeds of the sale of the 2024 Bonds shall be applied as provided in the Indenture. The 2024 Bonds may be issued as a single issue, or from time to time, in separate series of taxable or tax-exempt bonds, as the Successor Agency shall determine. The approval of the issuance of the 2024 Bonds by the Successor Agency and the Tulare County Countywide Oversight Board (the “Oversight Board”) shall constitute the approval of each and every separate series of 2024 Bonds and the sale of each series of the 2024 Bonds at either a public or private sale, without the need for any further approval from the Oversight Board.

**Section 2. Approval of Indenture.** The form of the Indenture of Trust (the “Indenture”) presented herewith, providing for the issuance of the 2024 Bonds, is hereby approved. The Chair, the Executive Director, the Finance Director, the Secretary any member of the governing board of the Successor Agency or their respective written designee (each an “Authorized Officer”

and collectively, the “Authorized Officers”) are, and each of them is, hereby authorized and directed, for and in the name of the Successor Agency, to execute and deliver the Indenture, in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Each of the Authorized Officers is hereby authorized and directed to execute and countersign each of the 2024 Bonds on behalf of the Successor Agency, either manually or in facsimile, and such signing as herein provided shall be a sufficient and binding execution of the 2024 Bonds on behalf of the Successor Agency. In case either of such officers whose signature appears on the 2024 Bonds shall cease to be such officer before the delivery of the 2024 Bonds, such signature shall nevertheless be valid and sufficient for all purposes as though such officer had remained in office until the delivery of the 2024 Bonds.

**Section 3. Approval of Form of Escrow Agreement.** The form of the Escrow Agreement presented herewith is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the Successor Agency, to execute and deliver the Escrow Agreement for the Prior Obligations in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 4. Miscellaneous.** Each of the Authorized Officers and other appropriate officers of the Successor Agency, acting alone, is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents and contracts that they may deem necessary or advisable in order to consummate the sale, execution and delivery of the 2024 Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the 2024 Bonds, the Indenture, and the Escrow Agreement, each in order to facilitate the issuance of the 2024 Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation, to amend any of the legal documents entered in connection with the Prior Obligations in order to effectuate the defeasance and refunding of such Prior Obligations, to execute irrevocable refunding instructions with respect to the Prior Obligations, to secure municipal bond insurance on the 2024 Bonds and/or a reserve surety or reserve policy to fund any reserve account or fund established for the 2024 Bonds, if available (which may include entering into a mutual insurance agreement(s) therefor), to request subordination of any amounts required to be paid to an affected taxing entity to any or all of the 2024 Bonds, to negotiate and execute a private placement agreement with the placement agent, and to negotiate and execute an agreement or instructions for the County Auditor-Controller to directly pay debt service on the 2024 Bonds from the Successor Agency’s Redevelopment Property Tax Trust Fund (i.e., irrevocable instructions to intercept property tax revenues or a custody agreement), as the Authorized Officer may require or approve, in consultation with Bond Counsel and the Successor Agency’s Municipal Advisor, and any such actions heretofore taken by such officers in connection therewith are hereby ratified, confirmed and approved.

**Section 5. Appointment of Professionals.** Stradling Yocca Carlson & Rauth LLP, is hereby approved and appointed as Bond Counsel and Disclosure Counsel, Urban Futures Inc. is hereby approved and appointed as Municipal Advisor, and U.S. Bank Trust Company, National Association is hereby appointed as Trustee and Escrow Bank, each to provide such services and any other related services as may be required to issue the 2024 Bonds and to defease and/or refund the Prior Obligations. Oppenheimer & Co. Inc. is appointed as the underwriter and/or placement agent for the 2024 Bonds.

**Section 6. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon its adoption by the governing board of the Successor Agency, and the Secretary shall certify the vote adopting this resolution.

PASSED, APPROVED, AND ADOPTED on \_\_\_\_\_, 2024.

\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF CALIFORNIA                    )  
COUNTY OF TULARE                    )  
CITY OF DINUBA                         )

I, \_\_\_\_\_, Secretary of the Successor Agency to the Dinuba Redevelopment Agency, DO HEREBY CERTIFY that the foregoing Resolution No.2024-1 was duly passed and adopted by the Board of Directors of the Successor Agency to the Dinuba Redevelopment Agency at a regular meeting held on the 26<sup>th</sup> day of May, 2024 by the following roll call vote, to wit:

AYES:           DIRECTORS:

NOES:           DIRECTORS:

ABSENT:       DIRECTORS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Dinuba this 26 day of March, 2024.

\_\_\_\_\_  
\_\_\_\_\_, SECRETARY

**INDENTURE OF TRUST**

**Dated as of \_\_\_\_\_, 2024**

**by and between the**

**SUCCESSOR AGENCY TO THE  
DINUBA REDEVELOPMENT AGENCY**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Trustee**

**Relating to**

**\$ \_\_\_\_\_  
SUCCESSOR AGENCY TO THE  
DINUBA REDEVELOPMENT AGENCY  
TAX ALLOCATION REFUNDING BONDS, SERIES 2024**

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## INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this “Indenture”) is made and entered into and dated as of \_\_\_\_\_, 2024, by and between the SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY, a public entity duly existing under the laws of the State of California (the “Successor Agency”), as successor to the redevelopment activities of the Dinuba Redevelopment Agency (the “Former Agency”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

### WITNESSETH:

**WHEREAS**, the Former Agency was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Part 1 of Division 24 of the Health and Safety Code of the State (collectively, as amended, the “Law”), including the power to issue bonds and incur debt for any of its corporate purposes;

**WHEREAS**, an Amended and Restated Redevelopment Plan (the “Redevelopment Plan”) for the Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2 (the “Project Area”) of the Former Agency was adopted and amended from time to time pursuant to ordinances of the City of Dinuba (the “City”) set forth in Exhibit B, in compliance with all requirements of the Law, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with;

**WHEREAS**, in order to finance and refinance redevelopment activities within or of benefit to the Project Area, the Former Agency issued certain outstanding obligations, which obligations were refinanced by the Refunded Bonds (defined below);

**WHEREAS**, by implementation of California Assembly Bill X1 26, which amended provisions of the Law, and the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos*, the redevelopment components of the Former Agency were dissolved on February 1, 2012 in accordance with California Assembly Bill X1 26 approved by the Governor of the State of California on June 28, 2011 (as amended, the “Dissolution Act”), and on February 1, 2012, the Successor Agency assumed the redevelopment related duties and obligations of the Former Agency as provided in the Dissolution Act, including, without limitation, the obligations of the Former Agency under those refinanced by the Refunded Obligations and the related documents to which the Former Agency was a party;

**WHEREAS**, California Health and Safety Code Section 34177.5(a)(1) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that: (i) the total interest cost to maturity on the refunding bonds or other indebtedness, plus the principal amount of the refunding bonds or other indebtedness, does not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded, plus the remaining principal of the bonds or other indebtedness to be refunded; and (ii) the principal amount of the refunding bonds or other indebtedness does not exceed the amount required to defease the bonds or other indebtedness to be refunded, to establish customary debt service reserves and to pay related costs of issuance;

**WHEREAS**, said Section 34177.5 also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”) for the purposes and within the parameters set forth in said Section 34177.5;

**WHEREAS**, the Successor Agency refinanced certain obligations of the Former Agency by issuing certain obligations more fully described herein (the “Refunded Obligations”)

**WHEREAS**, the Successor Agency now desires to refund the Refunded Obligations pursuant to California Health and Safety Code Section 34177.5 in order to achieve debt service savings;

**WHEREAS**, in order to provide moneys to refund the Refunded Obligations in accordance with California Health and Safety Code Section 34177.5(a)(1), the Successor Agency has determined to issue its Tax Allocation Refunding Bonds, Series 2024 (the “2024 Bonds”);

**WHEREAS**, the 2024 Bonds will be secured by a pledge of and lien on the Tax Revenues (defined herein), subject to the payment by the County Auditor-Controller of certain amounts (i) to the County for administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and Taxation Code, (ii) to the taxing entities pursuant to the Pass-Through Agreements (defined herein) (unless subordinated to payments on the 2024 Bonds and Parity Debt), and (iii) to taxing entities pursuant to Sections 33607.5, 33607.7 and 33676 of the Law (unless such payments are subordinated to payments on the 2024 Bonds and Parity Debt pursuant to Section 33607.5(e) of the Law or Section 34177.5(c) of the Dissolution Act);

**WHEREAS**, in order to provide for the authentication and delivery of the 2024 Bonds, to establish and declare the terms and conditions upon which the 2024 Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

**WHEREAS**, the Successor Agency has determined that all acts and proceedings required by law necessary to make the 2024 Bonds when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

**NOW, THEREFORE, THIS INDENTURE WITNESSETH**, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds (as defined below), including the 2024 Bonds, issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds, including the 2024 Bonds, are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds, including the 2024 Bonds, by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, including the 2024 Bonds, as follows:

## ARTICLE I

### DETERMINATIONS; DEFINITIONS

**Section 1.01 Findings and Determinations.** The Successor Agency has reviewed all proceedings heretofore taken and, as a result of such review, hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2024 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the 2024 Bonds in the manner and form provided in this Indenture.

**Section 1.02 Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

**“Additional Allowance”** means, as the date of calculation, the amount of Tax Revenues which, as shown in the Report of an Independent Redevelopment Consultant, are estimated to be receivable by the Successor Agency as a result of increases in the assessed valuation of taxable property in the Project Area due to construction which has been completed or transfers of ownership that have occurred but are not yet reflected on the tax rolls. For purposes of this definition, the term “increases in the assessed valuation” means the amount by which the assessed valuation of taxable property in the Project Area in any Fiscal Year is estimated to exceed the assessed valuation of taxable property in the Project Area (as reported by the County Auditor-Controller) for the Fiscal Year for which such calculation is made.

**“Annual Debt Service”** means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

**“Bonds”** means the 2024 Bonds and any Parity Debt issued pursuant to a Supplemental Indenture.

**“Bond Counsel”** means (a) Stradling Yocca Carlson & Rauth, a Professional Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

**“Bond Year”** means each twelve (12) month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, both dates inclusive; provided that the first Bond Year with respect to the 2024 Bonds shall commence on the Closing Date and end on September 1, 2024.

**“Business Day”** means any day, other than a Saturday or Sunday or a day on which commercial banks in New York, New York, or any other city or cities where the Principal Corporate Trust Office of the Trustee is located are required or authorized by law to close or a day on which the Federal Reserve System is closed.

**“City”** means the City of Dinuba.

**“Closing Date”** means the date on which a series of Bonds is delivered by the Successor Agency to the original purchaser thereof. The Closing Date with respect to the 2024 Bonds is \_\_\_\_\_, 2024.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Continuing Disclosure Certificate”** means that certain Continuing Disclosure Certificate, with respect to the 2024 Bonds, executed by the Successor Agency, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**“Costs of Issuance”** means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, bond insurance and surety bond premiums, if any, rating agency fees, filing and recording fees, fees and charges of the Trustee and Escrow Bank and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, accounting firms, continuing disclosure consultants, dissemination agent, and other consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bonds, administrative costs of the Successor Agency and the City incurred in connection with the issuance of the Bonds, expenses of the underwriters of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

**“Costs of Issuance Fund”** means the fund by that name established and held by the Trustee pursuant to Section 3.03.

**“County”** means Tulare County.

**“County Auditor-Controller”** means the Auditor-Controller of the County.

**“Debt Service Fund”** means the fund by that name established and held by the Trustee pursuant to Section 4.03.

**“Defeasance Obligations”** means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Successor Agency’s investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency’s investment policies then in effect), but only to the extent the same are acquired at Fair Market Value:

- (a) Cash;
- (b) Federal Securities, including direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;
- (c) The interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form;
- (d) Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P, provided that, if the issue is rated only by S&P (i.e., there is no Moody’s rating), then the pre-refunded

municipal bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals; and

(e) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; and (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development.

**“Department of Finance”** means the Department of Finance of the State of California.

**“Depository”** means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.10.

**“Depository System Participant”** means any participant in the Depository’s book-entry system.

**“Dissolution Act”** means California Assembly Bill X1 26 approved by the Governor of the State of California on June 28, 2011, as it has heretofore been amended and as it may hereafter be amended.

**“DTC”** means The Depository Trust Company, New York, New York, and its successors and assigns.

**“Escrow Bank”** means U.S. Bank Trust Company, National Association

**“Event of Default”** means any of the events described in Section 8.01.

**“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Successor Agency and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

**“Federal Securities”** means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of

the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America.

**“Fiscal Year”** means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

**“Former Agency”** means the Dinuba Redevelopment Agency.

**“Indenture”** means this Indenture of Trust by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

**“Independent Accountant”** means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom:

(a) is in fact independent and not under domination of the Successor Agency or the City;

(b) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and

(c) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

**“Independent Redevelopment Consultant”** means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

(a) is judged by the Successor Agency to have experience in matters relating to the collection of Tax Revenues or otherwise with respect to the financing of redevelopment projects;

(b) is in fact independent and not under domination of the Successor Agency or the City;

(c) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and

(d) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

**“Information Services”** means, in accordance with then current guidelines of the Securities and Exchange Commission, such services providing information with respect to the redemption of bonds as the Successor Agency may designate in a Written Request of the Successor Agency filed with the Trustee.

**“Insurer”** means the 2024 Insurer and, as applicable, the provider of a municipal bond or financial guaranty insurance policy with respect to other Bonds.

**“Interest Account”** means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

**“Interest Payment Date”** means each March 1 and September 1, commencing \_\_\_\_\_ 1, 202\_\_\_\_, for so long as any of the Bonds remain Outstanding hereunder.

**“Late Payment Rate”** means, for purposes of (x) the 2024 Insurance Policy and the rights of the 2024 Insurer hereunder, the lesser of: (a) the greater of: (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%; and (ii) the then applicable highest rate of interest on the 2024 Bonds; and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates and (y) the 2024 Reserve Policy and the rights of the 2024 Insurer hereunder, the lesser of: (a) the greater of: (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, New York, as its Prime Rate (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%; and (ii) the then applicable highest rate of interest on the 2024 Bonds; and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event that JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the 2024 Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the 2024 Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days. If the interest provisions of this section shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the 2024 Insurer, with the same force and effect as if the Successor Agency had specifically designated such extra sums to be so applied and the 2024 Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

**“Law”** means the Community Redevelopment Law of the State, constituting Part 1 of Division 24 of the Health and Safety Code of the State, and the acts amendatory thereof and supplemental thereto.

**“Maximum Annual Debt Service”** means, as of the date of calculation, the largest amount of principal and interest payments due with respect to the current or any future Bond Year payable in such Bond Year. For purposes of such calculation, there shall be excluded payments with respect to each series of Bonds to the extent that amounts due with respect to such series of Bonds are prepaid or otherwise discharged in accordance with this Indenture.

**“Moody’s”** means Moody’s Investors Service and its successors.



**“Nominee”** means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.10(a).

**“Notice of Insufficiency”** means a report provided by the Successor Agency to the County Auditor-Controller pursuant to Section 34183(b) of the Dissolution Act stating that insufficient moneys will be available to the Successor Agency to pay its enforceable obligations during the following Semiannual Period unless subordinated Statutory Pass-Through Amounts and amounts due under the Pass-Through Agreements are distributed to the Successor Agency to pay its enforceable obligations.

**“Outstanding”** when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.04) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

**“Oversight Board”** means the Tulare County Countywide Oversight Board established pursuant to Section 34179 of the Dissolution Act.

**“Owner”** or **“Bondowner”** means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

**“Parity Debt”** means: (i) the Successor Agency’s Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Projects No. 2, as Amended, Tax Allocation Refunding Bonds, Issue of 2015, (ii) the Successor Agency’s Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Projects No. 2, as Amended, Tax Allocation Refunding Bonds, Issue of 2017, and (iii) any additional bonds, loans, advances or indebtedness issued or incurred by the Successor Agency on a parity with the 2024 Bonds pursuant to Section 3.04, whether issued as Bonds under a Supplemental Indenture or issued under a Parity Debt Instrument.

**“Parity Debt Instrument”** means a resolution, indenture of trust, supplemental indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, other than a Supplemental Indenture.

**“Participating Underwriter”** has the meaning ascribed thereto in the Continuing Disclosure Certificate.

**“Pass-Through Agreements”** means the certain agreements between the Dinuba Redevelopment Agency as succeeded by the Successor Agency and (i) the County of Tulare, (ii) the Tulare County Flood Control District, (iii) the Tulare County Air Pollution Control District, (iv) the Alta Cemetery District, (v) Dinuba Memorial District, (vi) Delta Vector Control District, (vii) the Dinuba Elementary School District and (viii) the Tulare County Free Library, but excluding (x) the County of Tulare Agreement relating to Amendment 1 to Project No. 2 to the extent there has been a substantial reduction in Tax Revenues because of unforeseen circumstances and (y) that certain Dinuba

Elementary School District Agreement, which is an obligation of the Successor Agency but subordinate to Successor Agency indebtedness.

**“Permitted Investments”** means any of the following which, at the time of investment, are legal investments under the laws of the State for the moneys proposed to be invested therein and are in compliance with the Successor Agency’s investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency’s investment policies then in effect and are Permitted Investments), but only to the extent the same are acquired at Fair Market Value:

(a) Federal Securities;

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) Federal Housing Administration debentures; (iv) participation certificates of the General Services Administration; (v) Federal Financing Bank bonds and debentures; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of Ginnie Mae (formerly known as the Government National Mortgage Association); (vii) guaranteed Title XI financings of the U.S. Maritime Administration; and (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities only as stripped by the agency itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of Fannie Mae; (iv) senior debt obligations of Sallie Mae (formerly known as the Student Loan Marketing Association); (v) obligations of the Resolution Funding Corporation; and (vi) consolidated system-wide bonds and notes of the Farm Credit System;

(d) Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of at least AAAm-G, AAAm or AAm, and a rating by Moody’s of Aaa, Aa1 or Aa2 (such funds may include those for which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise);

(e) Unsecured certificates of deposit (having maturities of not more than 365 days) of any bank the short-term obligations of which are rated on the date of purchase “A-1+” or better by S&P and “P-1” by Moody’s and or certificates of deposit (including those of the Trustee, its parent and its affiliates) secured at all times by collateral that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law which are issued by commercial banks, savings and loan associations or mutual savings bank whose short-term obligations are rated on the date of purchase A-1 or better by S&P, Moody’s and Fitch;

(f) Certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Successor Agency, time deposits, deposit accounts, demand deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, or bankers acceptances of depository institutions, or interest bearing money market deposits or accounts (including those of the Trustee, its parent and its affiliates) that are fully insured by FDIC, including BIF and SAIF;

(g) Investment agreements, including guaranteed investment contracts, forward purchase agreements, reserve fund put agreements and collateralized investment agreements with an entity rated “Aa” or better by Moody’s and “AA” or better by S&P, or unconditionally guaranteed by an entity rated “Aa” or better by Moody’s and “AA” or better by S&P;

(h) Commercial paper rated, at the time of purchase, “Prime-1” by Moody’s and “A-1+” or better by S&P;

(i) Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such agencies;

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody’s, and “A-1+” by S&P; and

(k) The Local Agency Investment Fund that is administered by the California Treasurer for the investment of funds belonging to local agencies within the State of California, provided that for investment of funds held by the Trustee, the Trustee is entitled to make investments and withdrawals in its own name as Trustee.

Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories.

**“Policy Costs”** means the repayments for draws and payments of expenses related to the 2024 Reserve Policy and the interest thereon at the Late Payment Rate.

**“Principal Account”** means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

**“Principal Corporate Trust Office”** means the corporate trust office of the Trustee in Los Angeles, California, or such other or additional offices as the Trustee may designate in writing to the Successor Agency from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business is conducted.

**“Project Area”** means the Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2 adopted pursuant to the Redevelopment Plans and Ordinances described in Exhibit B.

**“Qualified Reserve Account Credit Instrument”** means (i) the 2024 Reserve Policy, and (ii) an irrevocable standby or direct-pay letter of credit, insurance policy, or surety bond issued by a commercial bank or insurance company and deposited with the Trustee with respect to other Bonds,

provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (a) S&P or Moody's have assigned a long-term credit rating to such bank or insurance company at the time of issuance of such Qualified Reserve Account Credit Instrument of "A" (without regard to modifier) or higher; (b) such letter of credit, insurance policy or surety bond has a term of at least 12 months; (c) such letter of credit, insurance policy or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to the Bonds with respect to which it is deposited or with respect to which funds are proposed to be released; and (d) the Trustee is authorized pursuant to the terms of such letter of credit, insurance policy or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a), 4.03(b) or 4.03(c) of this Indenture.

**"Recognized Obligation Payment Schedule"** means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (o) of Section 34177 of the California Health and Safety Code.

**"Record Date"** means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

**"Redevelopment Obligation Retirement Fund"** means the fund by that name established pursuant to California Health and Safety Code Section 34170.5(a), held and administered by the Successor Agency.

**"Redevelopment Plan"** means the Redevelopment Plan for the Project Area described in Exhibit B, as such Redevelopment Plan has heretofore been amended and as it may hereafter be amended in accordance with the law.

**"Redevelopment Project"** means the undertaking of the Successor Agency pursuant to the Redevelopment Plan and the Law for the redevelopment of the Project Area.

**"Redevelopment Property Tax Trust Fund"** and **"RPTTF"** mean the fund by that name established pursuant to California Health & Safety Code Sections 34170.5(b) and 34172(c) and administered by the County Auditor-Controller.

**"Refunded Obligations"** means the 2014 Bonds.

**"Refunding Law"** means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

**"Registration Books"** means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

**"Report"** means a document in writing signed by an Independent Redevelopment Consultant and including:

(a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and

(c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

**“Reserve Account”** means the account by that name established and held by the Trustee pursuant to Section 4.03(c).

**“Reserve Requirement”** means, subject to Section 4.03(c) of this Indenture, with respect to the 2024 Bonds or any series (or multiple series) of Parity Debt for which a debt service reserve account or fund is to be funded and as of any date of computation, the lesser of:

(i) 125% of the average Annual Debt Service with respect to such series (or multiple series) of Bonds,

(ii) Maximum Annual Debt Service with respect to such series (or multiple series) of Bonds, or

(iii) with respect to such series (or multiple series) of Bonds, 10% of the original principal amount of such series (or multiple series) of Bonds (or, if such series (or multiple series) of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series (or multiple series) of Bonds);

provided, that in no event shall the Successor Agency, in connection with the issuance or incurrence of Parity Debt be obligated to deposit an amount in the Reserve Account which is in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Account is so limited, the Reserve Requirement shall, in connection with the issuance of such Parity Debt, be increased only by the amount of such deposit as permitted by the Code; and, provided further that the Successor Agency may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of the definition of Qualified Reserve Account Credit Instrument herein and Section 4.03(c) hereof. For the avoidance of doubt, the Reserve Requirement for any Bonds may, at the option and instruction of the Successor Agency, be determined on a combined or standalone basis. As of the Closing Date, the Reserve Requirement for the 2024 Bonds is \$7,518,428.72; the Reserve Requirement for the 2024 Bonds shall not increase following the Closing Date. The Trustee shall not be under any obligation to determine or compute whether or to what extent any amount on deposit or required to be on deposit in the Reserve Account in connection with an issuance of Parity Debt is in excess of the amount permitted by applicable provisions of the Code to be so deposited without yield restriction, as provided in this definition.

**“ROPS Period”** means each annual period beginning on July 1 of any calendar year and ending on June 30 of the next calendar year, or such other period as provided in the Dissolution Act.

**“S&P”** means S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, or any successor thereto.

**“Securities Depositories”** means The Depository Trust Company, New York, New York 10041-0099, Fax-(212) 855-7232; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Written Request of the Successor Agency delivered to the Trustee.

**“Semiannual Period”** means (a) each six-month period beginning on January 1 of any calendar year and ending on June 30 of such calendar year, and (b) each six-month period beginning on July 1 of any calendar year and ending on December 31 of such calendar year.

**“Special Fund”** means the fund held by the Successor Agency established within the Redevelopment Obligation Retirement Fund pursuant to Section 4.02.

**“State”** means the State of California.

**“Supplemental Indenture”** means any supplement to this Indenture which has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

**“Tax Revenues”** means all taxes (i) that were eligible for allocation to the Former Agency with respect to the Project Area and are allocated to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws and (ii) that are deposited or available for deposit by the County Auditor-Controller in the Redevelopment Property Tax Trust Fund, all as provided in Section 34172(d) of the Dissolution Act.

**“Trustee”** means U.S. Bank Trust Company, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

**“Written Request of the Successor Agency”** or **“Written Certificate of the Successor Agency”** means a request or certificate, in writing signed by the Executive Director or Finance Director of the Successor Agency, or the designee of either, or by any other officer of the Successor Agency or the City duly authorized by the Successor Agency for that purpose.

**“2014 Bonds”** means the Successor Agency to the Dinuba Redevelopment Agency Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, as Amended, Tax Allocation Refunding Bonds, Issue of 2014.

**“2014 Bonds Escrow Agreement”** means that certain Escrow Agreement (2014 Bonds) dated as of \_\_\_\_\_ 1, 2024, by and between the Successor Agency and the Escrow Bank, relating to the 2014 Bonds.

**“2024 Bonds”** means the \$ \_\_\_\_\_ initial aggregate principal amount of Successor Agency to the Dinuba Redevelopment Agency Tax Allocation Refunding Bonds, Series 2024.

**“2024 Insurance Policy”** means the municipal bond insurance policy issued by the 2024 Insurer guaranteeing the scheduled payment of principal of and interest on the 2024 Bonds when due.

**“2024 Insurer”** means \_\_\_\_\_, or any successor thereto or assignee thereof.

“**2024 Reserve Policy**” means the municipal bond debt service reserve insurance policy issued by the 2024 Insurer guaranteeing certain payments into the Reserve Account with respect to the 2024 Bonds as provided therein and subject to the limitation set forth therein.

**Section 1.03 Rules of Construction.** All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### AUTHORIZATION AND TERMS

**Section 2.01 Authorization of 2024 Bonds.** One initial series of Bonds is hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Refunding Law, the Dissolution Act and the Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. Such initial issue of Bonds shall be designated the “Successor Agency to the Dinuba Redevelopment Agency Tax Allocation Refunding Bonds, Series 2024,” issued in the initial aggregate principal amount of \$\_\_\_\_\_.

**Section 2.02 Terms of 2024 Bonds.**

(a) The 2024 Bonds shall be issued in fully registered form without coupons. The 2024 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof, so long as no 2024 Bond shall have more than one maturity date. The 2024 Bonds shall be dated as of their Closing Date. The 2024 Bonds shall be lettered and numbered as the Participating Underwriter shall prescribe.

The 2024 Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rate per annum as follows:

<i><b>Maturity Date (September 1)</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Rate</b></i>
	\$	%

(b) Each 2024 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before \_\_\_\_\_, 202\_\_\_\_, in which event it shall bear interest from its Closing Date; provided, however, that if, as of the date of authentication of any 2024 Bond, interest thereon is in default, such 2024 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2024 Bonds (including the final interest payment upon maturity or redemption) is payable when due by wire or check of the Trustee mailed on the Interest Payment Date to the Owner thereof at such Owner’s address as it appears on the Registration Books at the close of business on the

preceding Record Date; provided that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of 2024 Bonds, which written request is on file with the Trustee as of any Record Date, interest on such 2024 Bonds shall be paid on the succeeding Interest Payment Date by wire to such account in the United States as shall be specified in such written request. The principal of the 2024 Bonds and premium, if any, upon redemption, are payable in lawful money of the United States of America upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee.

### **Section 2.03 Redemption of 2024 Bonds.**

(a) Optional Redemption of 2024 Bonds. The 2024 Bonds are subject to optional redemption prior to their respective maturity dates as a whole, or in part by lot, on any date on or after September 1, 2034, by such maturity or maturities as shall be directed by the Successor Agency (or in absence of such direction, pro rata by maturity and by lot within a maturity), from any source of available funds. Such optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium. Any such optional redemption of the 2024 Bonds shall be at the election of the Successor Agency, which shall give written notice thereof to the Trustee (which notice shall include the principal amount of 2024 Bonds to be optionally redeemed together with the redemption date) no later than five (5) Business Days prior to the date when the Trustee is required to give notice of such optional redemption pursuant to Section 2.03(d).

(b) Mandatory Sinking Fund Redemption of 2024 Bonds. The 2024 Bonds maturing September 1, 20\_\_ (the “2024 Term Bonds”) shall also be subject to mandatory redemption in whole, or in part by lot, on September 1 in each year, commencing September 1, \_\_\_\_, respectively, as set forth below, from sinking fund payments made by the Successor Agency to the Principal Account pursuant to Section 4.03(b), at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on September 1 in the respective years as set forth in the following tables; provided however, that (y) in lieu of redemption thereof such 2024 Term Bonds may be purchased by the Successor Agency pursuant to Section 2.03(j), and (z) if some but not all of such 2024 Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such 2024 Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of \$5,000 as determined by the Successor Agency (written notice of which determination shall be given by the Successor Agency to the Trustee and shall include a revised sinking fund schedule).

#### **2024 Term Bonds of \_\_\_\_**

*September 1*

*Principal Amount*

\$

(c) Notice of Redemption; Rescission. Subject to its timely receipt of notice from the Successor Agency of its election to optionally redeem the 2024 Bonds, in the case of an optional redemption pursuant to Section 2.03(a), the Trustee on behalf and at the expense of the Successor



Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least twenty (20) but not more than sixty (60) days prior to the redemption date, (i) to any Insurer and to the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and one or more Information Services designated in a Written Request of the Successor Agency filed with the Trustee; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall state, in the case of a redemption pursuant to (a) or (b) above, that such redemption is conditioned upon the timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account, shall designate the CUSIP number of the Bonds to be redeemed, shall state the individual number of each Bond to be redeemed or shall state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and shall require that such Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the redemption price, giving notice also that (subject to timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account) further interest on such Bonds will not accrue from and after the redemption date, and that such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption, as provided in Section 2.03(e).

(d) The Successor Agency shall have the right to rescind any notice of optional redemption by written notice to the Trustee on or prior to the date fixed for redemption and such rescission shall not constitute an Event of Default under this Indenture. Any such notice of optional redemption shall be canceled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from any such rescission or cancellation of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent.

(e) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(f) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Bond or Bonds of the same interest rate and maturity, of authorized denominations, in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(g) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(h) Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate (subject to the approval of the 2024 Insurer as to the 2024 Bonds, so long as the 2024 Insurance Policy is in full force and effect and the 2024 Insurer has not defaulted on its obligations thereunder, such approval not to be unreasonably withheld or delayed), and shall notify the Successor Agency thereof to the extent Bonds are no longer held in book-entry form. In the event of redemption by lot of Bonds, the Trustee shall assign to each Bond then Outstanding a distinctive number for each \$5,000 of the principal amount of each such Bond. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. All Bonds redeemed or purchased pursuant to this Section 2.03 shall be cancelled and destroyed.

(i) Purchase in Lieu of Redemption. In lieu of redemption of the Bonds, amounts on deposit in the Special Fund or in the Principal Account may also be used and withdrawn by the Successor Agency and the Trustee, respectively (subject to the approval of the 2024 Insurer as to the 2024 Bonds, so long as the 2024 Insurance Policy is in full force and effect and the 2024 Insurer has not defaulted on its obligations thereunder, such approval not to be unreasonably withheld or delayed), at any time, upon the Written Request of the Successor Agency, for the purchase of the Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Successor Agency may in its discretion determine. The par amount of any Bonds so purchased by the Successor Agency in any twelve-month period ending on July 1 in any year shall be credited towards and shall reduce the par amount of the Bonds required to be redeemed pursuant to a Supplemental Indenture on September 1 in each year; provided that evidence satisfactory to the Trustee of such purchase has been delivered to the Trustee by said July 1.

**Section 2.04 Form of 2024 Bonds.** The 2024 Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

**Section 2.05 Execution of Bonds.** The Bonds shall be executed on behalf of the Successor Agency by the signature of its Executive Director or his or her written designee and the signature of its Secretary who are in office on the date of execution and delivery of this Indenture or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Successor Agency although on the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Signatures on the Bonds on behalf of the Successor Agency required by this Section may be made manually or may be affixed by facsimile thereof.

**Section 2.06 Transfer of Bonds.** Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Successor Agency shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like series, tenor, maturity and aggregate principal amount of authorized denominations. The Holder requesting such transfer shall as a condition precedent to the exercise of the privilege of making such transfer remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such transfer. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption. The Trustee may further require all information it deems necessary to allow the Trustee to comply with any applicable reporting or withholding obligations under the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. To the extent any such information is not timely provided or is incomplete or inaccurate in any respect, the Trustee will be entitled to report or withhold on any payments hereunder, without liability, to the extent it determines in its discretion such reporting or withholding, as applicable, is required under the Code.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

**Section 2.07 Exchange of Bonds.** Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for Bonds of the same series, tenor and maturity and of other authorized denominations. The Holder requesting such exchange shall as a condition precedent to the exercise of the privilege of making such exchange remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.07, either (a) any Bonds during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Trustee for redemption. The Trustee may further require all information it deems necessary to allow the Trustee to comply with any applicable reporting or withholding obligations under the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information. To the extent any such information is not timely provided or is incomplete or inaccurate in any respect, the Trustee

will be entitled to report or withhold on any payments hereunder, without liability, to the extent it determines in its discretion such reporting or withholding, as applicable, is required under the Code.

**Section 2.08 Registration of Bonds.** The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection and copying by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

**Section 2.09 Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and Successor Agency and indemnity satisfactory to the Trustee and Successor Agency shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.09 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

**Section 2.10 Book-Entry System.**

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond without coupons (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, neither the Successor Agency nor the Trustee shall have any responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository System Participant holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, neither the Successor Agency nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the

Depository of the beneficial interests in the Bonds to be redeemed in the event the Successor Agency elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bondowner shall receive a Bond evidencing the obligation of the Successor Agency to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Successor Agency shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Successor Agency shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bondowners. The Trustee agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Trustee. In addition to the execution and delivery of such letter, upon written request of the Depository or the Trustee, the Successor Agency may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Successor Agency determines to terminate the Depository as such, then the Successor Agency shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Successor Agency and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Successor Agency fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article II. Prior to its termination, the Depository shall furnish the Trustee with the names and addresses of the Depository System Participants and respective ownership interests thereof.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments

with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

**Section 2.11 Applicability of Provisions to Parity Debt.** Unless otherwise provided in a Supplemental Indenture, the provisions of subdivisions (d) through (j) of Section 2.03 and Sections 2.05 through 2.10 shall apply to all Bonds unless otherwise provided in a Parity Debt Instrument or Supplemental Indenture.

### **ARTICLE III**

#### **DEPOSIT AND APPLICATION; ADDITIONAL DEBT**

**Section 3.01 Issuance of Bonds.** Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver to the Trustee the 2024 Bonds in the aggregate principal amount of \$\_\_\_\_\_ and the Trustee shall authenticate and deliver the 2024 Bonds upon the Written Request of the Successor Agency.

**Section 3.02 Application of Proceeds of Sale and Certain Other Amounts.**

(a) On the Closing Date the net proceeds of sale of the 2024 Bonds received by the Trustee, being \$\_\_\_\_\_ (calculated as the par amount thereof, plus original issue premium in the amount of \$\_\_\_\_\_, less the discount of the original purchaser thereof in the amount of \$\_\_\_\_\_, less the portion of the premiums for the 2024 Insurance Policy and the 2024 Reserve Policy allocable to the 2024 Bonds in the amount of \$\_\_\_\_\_ paid directly to the 2024 Insurer), shall be applied as follows:

(i) The Trustee shall deposit the amount of \$\_\_\_\_\_ in the 2024 Account of the Costs of Issuance Fund.

(ii) The Trustee shall transfer \$\_\_\_\_\_ to the Escrow Bank for deposit into the escrow fund established under the 2014 Bonds Escrow Agreement.

The Trustee shall deposit the 2024 Reserve Policy into the Reserve Account.

The Trustee may establish and maintain for so long as is necessary one or more temporary funds and accounts (or subaccounts) under this Indenture, including but not limited to a temporary fund for holding the proceeds of the Bonds.

**Section 3.03 Costs of Issuance Fund.** There is hereby established a separate fund to be known as the “Costs of Issuance Fund”, which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the 2024 Bonds upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts and shall be fully protected in relying thereon. Upon the Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and

transferred to the Interest Account within the Debt Service Fund, and the Costs of Issuance Fund and accounts therein shall be closed.

**Section 3.04 Issuance of Parity Debt.** In addition to the 2024 Bonds, the Successor Agency may issue Parity Debt to refund any outstanding 2024 Bonds and Parity Debt for savings, in such principal amount as shall be determined by the Successor Agency. The Successor Agency may issue and deliver any such Parity Debt subject to the following specific conditions all of which are hereby made conditions precedent to the issuance and delivery of such Parity Debt:

(a) No Event of Default (or, unless otherwise permitted by the 2024 Insurer so long as the 2024 Insurance Policy is in full force and effect and the 2024 Insurer is not in default on its obligations thereunder, event which, once all notice or grace periods have passed, would constitute an Event of Default) hereunder and no event of default under any Parity Debt Instrument shall have occurred and be continuing unless cured by the issuance of such Parity Debt;

(b) The Parity Debt shall be issued to provide savings to the Successor Agency in compliance with Health and Safety Code Section 34177.5(a);

(c) A Supplemental Indenture or Parity Debt Instrument shall have been adopted which shall (i) state the applicable reserve requirement and the amount, if any, to be deposited from the proceeds of sale of such Parity Debt in a separate account of the Reserve Account or other debt service reserve account or fund as provided in such Supplemental Indenture or Parity Debt Instrument, to be held as separate security for such series of Parity Debt; (ii) designate accounts and subaccounts within the Debt Service Fund, including within the Reserve Account if applicable, to be used in connection with such Parity Debt; and (iii) set forth such other provisions that are appropriate or necessary and are not inconsistent with the provisions hereof;

(d) Such Supplemental Indenture or Parity Debt Instrument shall not provide as a remedy for any event of default thereunder a declaration that all of such Parity Debt then outstanding, and the interest accrued thereon, is due and payable immediately; and

(e) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth above have been satisfied.

**Section 3.05 Issuance of Subordinate Debt.** Notwithstanding the foregoing, no provision herein shall prevent the Successor Agency from issuing additional bonds or incurring other loans, advances or indebtedness payable from Tax Revenues on a subordinate basis to the 2024 Bonds and Parity Debt.

## ARTICLE IV

### SECURITY OF BONDS; FLOW OF FUNDS

**Section 4.01 Security of Bonds; Equal Security.** Subject to the provisions of Section 4.02 and Section 6.06 hereof allowing for the application of Tax Revenues, all Tax Revenues and the Redevelopment Obligation Retirement Fund, including the Special Fund therein, and all amounts in the Redevelopment Property Tax Trust Fund are irrevocably pledged under this Indenture to secure the payment of the principal of and interest on the 2024 Bonds and all Parity Debt without preference or

priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Such pledge shall constitute a lien on and security interest in the Tax Revenues and the Redevelopment Obligation Retirement Fund, including the Special Fund therein, and all amounts in the Redevelopment Property Tax Trust Fund, and will attach, be perfected and be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Successor Agency, irrespective of whether such parties have notice of this Indenture; provided however, the parties hereto acknowledge that the County Auditor-Controller is authorized by Section 34183(a) of the Dissolution Act to use Tax Revenues to pay the County's administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and Taxation Code, and is required by Section 34183(a)(1) of the Dissolution Act to pay Tax Revenues to the taxing entities pursuant to the Pass-Through Agreements and to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Law (unless such payments are subordinated to payments on the 2024 Bonds and Parity Debt pursuant to Section 33607.5(e) of the Law or 34177.5(c) of the Dissolution Act). Except for the Tax Revenues, such amounts and such funds and accounts, no other moneys, funds, accounts or properties of the Successor Agency are pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the 2024 Bonds or Parity Debt except as provided in the following paragraph with respect to the 2024 Bonds and other Bonds.

The Debt Service Fund and any fund or account or subaccounts created under this Indenture (other than the Costs of Issuance Fund and the Rebate Fund), including amounts on deposit therein (including proceeds of the 2024 Bonds), are irrevocably pledged under this Indenture to secure the payment of the principal of and interest on the 2024 Bonds and other Bonds without preference or priority for series issue, number, dated date, sale date, date of execution or date of delivery. Such pledge shall constitute a first and exclusive lien on and security interest in the Debt Service Fund and any other fund or account created under this Indenture (except for the Reserve Account, which shall only secure the 2024 Bonds, and any subaccounts therein created in the future in connection with the issuance of Parity Debt, which subaccounts shall only secure such Parity Debt), and including amounts on deposit therein (including proceeds of the 2024 Bonds), and will attach, be perfected and be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Successor Agency, irrespective of whether such parties have notice of this Indenture, subject to Section 6.06.

The parties acknowledge that Section 34177.5(g) of the Dissolution Act provides that the 2024 Bonds and Parity Debt are further secured by a pledge of, and lien on moneys deposited in the Redevelopment Property Tax Trust Fund held by the County Auditor Controller related to the Successor Agency, which moneys, subject to the payment by the County Auditor Controller of certain amounts to the County for administrative costs allowed under Section 34182 and Section 95.3 of the Revenue and Taxation Code, to the taxing entities pursuant to the Pass-Through Agreements, and to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Law (unless such payments are subordinated to payments on the 2024 Bonds and Parity Debt pursuant to Section 33607.5(e) of the Law or Section 34177.5(c) of the Dissolution Act).

In consideration of the acceptance of the 2024 Bonds and other Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the 2024 Bonds and other Bonds without preference, priority or distinction as to security or otherwise of any of the 2024 Bonds and other Bonds over any of the others by reason of the number or date thereof or the time of sale, execution



and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

**Section 4.02 Redevelopment Obligation Retirement Fund; Special Fund; Deposit of Tax Revenues.** There is hereby established a special fund to be known as the “Special Fund” which is to be held by the Successor Agency within the Redevelopment Obligation Retirement Fund. The Special Fund shall be held by the Successor Agency separate and apart from other funds of the Successor Agency.

The Successor Agency shall deposit all of the Tax Revenues received with respect to any ROPS Period into the Special Fund promptly upon receipt thereof by the Successor Agency in accordance with Section 5.13 hereof. Except as may be provided to the contrary in this Indenture or in any Supplemental Indenture or Parity Debt Instrument, upon receipt by the Successor Agency of money from the Redevelopment Property Tax Trust Fund requested in accordance with Section 5.13, subdivisions (b) or (c), as applicable, on each January 2 and June 1 or other date(s) on which Redevelopment Property Tax Trust Fund moneys are distributed to the Successor Agency, and deposit of such amounts into the Special Fund, all Tax Revenues received by the Successor Agency in excess of such amounts shall be released from the pledge and lien hereunder and shall be applied in accordance with the Law and the Dissolution Act, including but not limited to the payment of debt service on any subordinate debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures or other Parity Debt Instrument, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Special Fund, except as may be provided in this Indenture and in any Supplemental Indenture or other Parity Debt Instrument.

**Section 4.03 Deposit of Amounts by Trustee.** There is hereby established a trust fund to be known as the Debt Service Fund, and an Interest Account and Principal Account therein (together with the Reserve Account established under Section 4.03(c)), which shall be held by the Trustee hereunder in trust. If Parity Debt is issued under a Supplemental Indenture, the Trustee shall establish subaccounts within each account for each issue of Parity Debt, including a separate subaccount of the Reserve Account as security for Parity Debt pursuant to and as provided in a Supplemental Indenture to the extent provided under Section 3.04 hereof, if applicable. Moneys in the Special Fund shall be transferred by the Successor Agency to the Trustee in the following amounts, at the following times, and deposited by the Trustee, on a pro-rata basis amongst series of Bonds, in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority (provided further that, if on the fifth (5th) Business Day prior to the date the Successor Agency is required to transfer amounts on deposit in the Special Fund to the Trustee there are not amounts on deposit therein sufficient to make the following deposits, taking into account amounts required to be transferred with respect to Bonds other than the 2024 Bonds, the Successor Agency shall immediately notify the Trustee of the amount of any such insufficiency and the Trustee shall deposit amounts received from the Successor Agency into the Interest Account and/or Principal Account, as applicable, on a pro-rata basis):

(a) Interest Account. On or before the fifth (5th) Business Day preceding each Interest Payment Date, commencing with the Interest Payment Date of \_\_\_\_\_ 1, \_\_\_\_ (with respect to the 2024 Bonds), the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee, for deposit in the Interest Account an amount which when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit

need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable.

(b) Principal Account. On or before the fifth (5th) Business Day preceding September 1 in each year in which principal is due on any Bonds, the Successor Agency shall withdraw from the Special Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account, will be equal to the principal becoming due and payable on the Outstanding Bonds, including pursuant to mandatory sinking account redemption, on the next September 1. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next September 1 on all of the Outstanding Bonds. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, including by mandatory sinking account redemption, as the same shall become due and payable.

(c) Reserve Account. There is hereby established in the Debt Service Fund a separate account known as the "Reserve Account" solely as security for payments of 2024 Bonds payable by the Successor Agency pursuant to this Section 4.03 which shall in each case be held by the Trustee in trust for the benefit of the Owners of the 2024 Bonds, provided separate subaccounts may be established in the Reserve Account as separate security for any future issue of Parity Debt. The Reserve Requirement for the 2024 Bonds (calculated on a standalone basis) will be satisfied by the delivery of the 2024 Reserve Policy by the 2024 Insurer on the Closing Date with respect to the 2024 Bonds. The Successor Agency will have no obligation to replace the 2024 Reserve Policy or to fund the Reserve Account with cash if, at any time that the 2024 Bonds are Outstanding, any rating assigned to the 2024 Insurer is downgraded, suspended or withdrawn or amounts are not available under the 2024 Reserve Policy, other than in connection with a draw on the 2024 Reserve Policy.

Except as provided in the preceding paragraph and as may be provided in a Supplemental Indenture or Parity Debt Instrument, in the event that the amount on deposit in the Reserve Account (or the applicable subaccount) at any time becomes less than the Reserve Requirement applicable thereto, the Trustee shall promptly notify the Successor Agency of such fact. Upon receipt of any such notice and as promptly as is permitted by the Law, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the applicable Reserve Account.

The amounts available under the 2024 Reserve Policy shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account in such order of priority, in the event of any deficiency at any time in any of such accounts with respect to the payment of debt service on the 2024 Bonds.

Moneys, if any, on deposit in the Reserve Account (or the applicable subaccount therein) shall be withdrawn and applied by the Trustee for the final payment or payments of principal of and interest on the 2024 Bonds or any Bonds secured by the applicable account therein, respectively. The Trustee shall compute the Reserve Requirement annually on or before September 1.

In no event shall amounts in the Reserve Account (exclusive of subaccounts therein, which shall be applied in accordance with the terms of the Supplemental Indenture providing for Parity Debt) be applied to payment of any Bonds or Parity Debt other than 2024 Bonds.

Except as provided above, the amount on deposit in the Reserve Account (or applicable subaccount therein) shall be maintained at the Reserve Requirement at all times prior to the payment of the applicable series of Bonds in full. If there shall then not be sufficient Tax Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account (or applicable subaccount therein), the Successor Agency shall be obligated to continue making transfers as Tax Revenues become available until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account (or applicable subaccount therein) . No such transfer and deposit need be made to the Reserve Account (or applicable subaccount therein) so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account (or applicable subaccount therein) shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder or under any Parity Debt Instrument, any amount in the Reserve Account or subaccount thereof in excess of the applicable Reserve Requirement shall be withdrawn from the applicable Reserve Account semiannually on or before two (2) Business Days preceding each March 1 and September 1 by the Trustee and deposited in the Interest Account (or applicable subaccount therein). On the Business Day preceding the final Interest Payment Date for a series of Bonds (or multiple series of Bonds issued under this Indenture or a single Parity Debt Instrument), all amounts held in the applicable subaccount of the Reserve Account shall be withdrawn from the Reserve Account, or such applicable subaccount of the Reserve Account and shall be transferred to the applicable subaccounts of the Interest Account and the Principal Account, in such order, for such series of Bonds, to the extent required to make the deposits then required to be made pursuant to this Section 4.03.

The Successor Agency shall have the right at any time to direct the Trustee to release funds from the Reserve Account or subaccount thereof, in whole or in part, by tendering to the Trustee: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the Bonds or any Parity Debt the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Trustee, and upon delivery by the Successor Agency to the Trustee of written calculation of the amount permitted to be released from the Reserve Account or applicable subaccount thereof (upon which calculation the Trustee may conclusively rely), the Trustee shall transfer such funds from the Reserve Account or subaccount thereof to the Successor Agency to be applied in accordance with the Law. The Trustee shall comply with the terms of any such Qualified Reserve Account Credit Instrument delivered to and accepted by it, as may be applicable to it and as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this paragraph (d). Upon the expiration of any Qualified Reserve Account Credit Instrument, the Successor Agency shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Trustee an amount of funds equal to the applicable Reserve Requirement, to be derived from the first legally available Tax Revenues. If the applicable Reserve Requirement is being maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, the cash shall be first used to meet any deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a) or 4.03(b) of this Indenture. If the Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, any draw to meet a deficiency which may exist from time to time in the Interest Account or the Principal Account for the

purpose of making payments required pursuant to Sections 4.03(a) or 4.03(b) of this Indenture shall be pro-rata with respect to each such instrument.

The prior written consent of the 2024 Insurer shall be a condition precedent to the deposit of any Qualified Reserve Account Credit Instrument provided in lieu of a cash deposit into the Reserve Account (other than with respect to any separate subaccount established in the Reserve Account as separate security for any future issue of Parity Debt).

The Reserve Account shall be maintained in the form of one or more separate subaccounts which are established for the purpose of holding the proceeds of separate issues of any Parity Debt in conformity with applicable provisions of the Code to the extent directed by the Successor Agency in writing to the Trustee. Separate series of Parity Debt may be secured by common subaccounts of the Reserve Account as provided in one or more Supplemental Indentures and/or Parity Debt Instruments from time to time.

**Section 4.04 Rebate Fund.** The Trustee shall establish a separate fund for the 2024 Bonds designated the “Rebate Fund.” Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the 2024 Bonds will not be adversely affected, the Successor Agency shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund for the 2024 Bonds shall be governed by this Section and the Tax Certificate, unless the Successor Agency obtains and delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income of interest on the 2024 Bonds will not be adversely affected for federal income tax purposes if such requirements are not satisfied. Notwithstanding anything to the contrary contained herein or in the Tax Certificate, the Trustee shall be deemed conclusively to have complied with the provisions of this Section and the Tax Certificate if the Trustee follows the directions of the Successor Agency, and the Trustee shall have no independent responsibility to or liability resulting from failure of the Trustee to enforce compliance by the Successor Agency with the Tax Certificate or the provisions of this Section.

(a) Excess Investment Earnings.

(i) Computation. Within 55 days of the end of each fifth Bond Year with respect to the 2024 Bonds, the Successor Agency shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g. the temporary investments exception of Section 148(f)(4)(B) and the construction expenditure exception of Section 148(f)(4)(C) of the Code), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the “Rebatable Arbitrage”). The Successor Agency shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Transfer. Within 55 days of the end of each fifth Bond Year with respect to the 2024 Bonds, upon the Finance Director’s written direction, an amount shall be deposited to the Rebate Fund by the Successor Agency from any legally available funds, which may include transfer thereto from other funds and accounts established herein upon and pursuant to instruction of the Successor Agency to the Trustee (and provided that such transfer is permitted by the terms hereof

applicable to such other fund or account), so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this Section 4.04(a). In the event that immediately following the deposit or transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written instructions from the Finance Director, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Debt Service Fund.

(iii) Payment to the Treasury. The Successor Agency shall direct the Trustee in writing to pay to the United States Treasury, out of amounts in the Rebate Fund.

(X) Not later than 60 days after the end of (A) the fifth Bond Year with respect to the 2024 Bonds, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(Y) Not later than 60 days after the payment of all the 2024 Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Successor Agency shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Section 4.04(a)(iii) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the Successor Agency, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the 2024 Bonds and the payments described in Section 4.04(a)(iii), shall be transferred by the Trustee to the Successor Agency at the written direction of the Successor Agency and utilized in any manner by the Successor Agency.

(c) Survival of Defeasance. Notwithstanding anything in this Section 4.04 or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the 2024 Bonds and any Parity Debt.

(d) Trustee Responsible. The Trustee shall have no obligations or responsibilities under this Section other than to follow the written directions of the Successor Agency. The Trustee shall have no responsibility to make any calculations of rebate or to independently review or verify such calculations.

**Section 4.05 Provisions Relating to 2024 Insurance Policy.** Notwithstanding anything herein to the contrary, the following provisions shall govern with respect to the 2024 Insurer and the 2024 Insurance Policy:

(a) Claims upon the 2024 Insurance Policy. If, on the third Business Day prior to an Interest Payment Date there is not on deposit with the Trustee, after making all transfers and deposits

required hereunder, moneys sufficient to pay the principal of and interest on the 2024 Bonds due on such Interest Payment Date, the Trustee shall give notice to the 2024 Insurer and to its designated agent (if any) (the “2024 Insurer’s Fiscal Agent”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Interest Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the 2024 Bonds due on such Interest Payment Date, the Trustee shall make a claim under the 2024 Insurance Policy and give notice to the 2024 Insurer and the 2024 Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the 2024 Bonds and the amount required to pay principal of the 2024 Bonds, confirmed in writing to the 2024 Insurer and the 2024 Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the 2024 Insurance Policy.

The Trustee shall designate any portion of payment of principal of the 2024 Bonds paid by the 2024 Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of 2024 Bonds registered to the then current 2024 Bondowner, whether DTC or its Nominee or otherwise, and the Successor Agency shall execute and the Trustee shall authenticate and deliver a replacement 2024 Bond to the 2024 Insurer, registered in the name of \_\_\_\_\_, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment, or the Successor Agency’s failure to so execute or Trustee’s failure to so authenticate and deliver any replacement 2024 Bond shall have no effect on the amount of principal or interest payable by the Successor Agency with respect to any 2024 Bond or the subrogation rights of the 2024 Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the 2024 Insurer into the Policy Payments Account (as such term is defined below) and the allocation of such funds to payment of interest on and principal of any 2024 Bond. The 2024 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the 2024 Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of 2024 Bonds referred to herein as the “Policy Payments Account” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the 2024 Insurance Policy in trust on behalf of Owners of 2024 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of 2024 Bonds in the same manner as principal and interest payments are to be made on the Bonds under this Indenture. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Successor Agency agrees to pay to the 2024 Insurer: (i) a sum equal to the total of all amounts paid by the 2024 Insurer under the 2024 Insurance Policy (the “2024 Insurer Advances”); and (ii) interest on such 2024 Insurer Advances from the date paid by the 2024 Insurer until payment thereof in full, payable to the 2024 Insurer at the Late Payment Rate per annum (collectively, the “2024 Insurer Reimbursement Amounts”). The Successor Agency hereby covenants and agrees that the 2024 Insurer Reimbursement Amounts are secured by a lien on and pledge of the Tax Revenues and payable from such Tax Revenues on a parity with debt service due on the 2024 Bonds.

The Successor Agency shall take all actions required by the Dissolution Act to ensure that all 2024 Insurer Reimbursement Amounts (including any amounts due the 2024 Insurer pursuant to this subsection (a) and due to the 2024 Insurer pursuant to the 2024 Reserve Policy) are paid to the 2024 Insurer when due, including the submission of Recognized Obligation Payment Schedules providing for Insurer Reimbursement Amounts and such other amounts.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the 2024 Insurer.

The 2024 Insurer shall, to the extent that it makes any payment of principal of or interest on the 2024 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the 2024 Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Successor Agency to the 2024 Insurer hereunder shall survive the discharge or termination thereof.

The Successor Agency shall pay or reimburse the 2024 Insurer any and all charges, fees, costs and expenses that the 2024 Insurer may reasonably pay or incur in connection with: (i) the administration, enforcement, defense or preservation of any rights or security herein; (ii) the pursuit of any remedies hereunder or otherwise afforded by law or equity; (iii) any amendment, waiver or other action with respect to, or related to, this Indenture whether or not executed or completed; or (iv) any litigation or other dispute in connection herewith or the transactions contemplated hereby, other than costs resulting from the failure of the 2024 Insurer to honor its obligations under the 2024 Insurance Policy. The 2024 Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect hereof. The obligation to pay amounts pursuant to this paragraph shall survive the payment in full of the 2024 Bonds and termination of this Indenture.

The 2024 Insurer shall be entitled to pay principal of or interest on the 2024 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the 2024 Insurance Policy), whether or not the 2024 Insurer has received a Notice of Nonpayment (as such term is defined in the 2024 Insurance Policy) or a claim upon the 2024 Insurance Policy.

(b) Any amendment, supplement, modification to, or waiver of, the Indenture, that requires the consent of Owners of 2024 Bonds or adversely affects the rights and interests of the 2024 Insurer shall be subject to the prior written consent of the 2024 Insurer.

(c) As long as the 2024 Insurance Policy is in full force and effect and the 2024 Insurer is not in default of its obligations thereunder, upon the occurrence and continuance of an Event of Default, the 2024 Insurer shall be deemed to be the sole Owner of the 2024 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the 2024 Bonds are entitled to take pursuant hereto pertaining to: (a) defaults and remedies; and (b) the duties and obligations of the Trustee. In furtherance thereof and as a term of this Indenture and each 2024 Bond, each Owner of 2024 Bonds appoints the 2024 Insurer as its agent and attorney-in-fact with respect to the 2024 Bonds and agrees that the 2024 Insurer may at any time during the continuation of any Insolvency Proceeding direct all matters relating to such Insolvency Proceeding, including without limitation (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond

pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment, in each case to the full extent of Owners of 2024 Bonds rights with respect thereto. In addition, each 2024 Bondowner delegates and assigns to the 2024 Insurer, to the fullest extent permitted by law, the rights of each 2024 Bondowner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each 2024 Bondowner for the 2024 Insurer's benefit, and agrees to cooperate with the 2024 Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners of 2024 Bonds shall expressly include mandamus.

(d) The rights granted to the 2024 Insurer under this Indenture to request, consent to or direct any action are rights granted to the 2024 Insurer in consideration of its issuance of the 2024 Insurance Policy. Any exercise by the 2024 Insurer of such rights is merely an exercise of the 2024 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of 2024 Bonds.

(e) The 2024 Insurer shall be provided with the following information by the Successor Agency or the Trustee, as the case may be:

(i) To the extent not otherwise filed with the Information Services, annual audited financial statements within two hundred seventy (270) days after the end of the Successor Agency's fiscal year (together with a certification of the Successor Agency that it is not aware of any default or Event of Default under the Indenture), and, upon request, the Successor Agency's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the 2024 Insurer shall reasonably request from time to time.

(ii) Notice of any default actually known to the Trustee or Successor Agency within five Business Days after knowledge thereof.

(iii) Prior notice of the advance refunding or redemption of any of the 2024 Bonds, including the principal amount, maturities and CUSIP numbers thereof.

(iv) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto.

(v) Notice of the commencement of an Insolvency Proceeding.

(vi) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the 2024 Bonds.

(vii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture.

(viii) All reports, notices and correspondence to be delivered to Owners of 2024 Bonds under the terms of the Indenture.

(ix) The 2024 Insurer shall have the right to receive such additional information as it may reasonably request.



(f) The Successor Agency will permit the 2024 Insurer to discuss the affairs, finances and accounts of the Successor Agency or any information the 2024 Insurer may reasonably request regarding the security for the 2024 Bonds with appropriate officers of the Successor Agency and will use commercially reasonable efforts to enable the 2024 Insurer to have access to the facilities, books and records of the Successor Agency on any Business Day upon reasonable prior notice.

(g) The Trustee shall notify the 2024 Insurer of any known failure of the Successor Agency to provide notices, certificates and other information required to be provided to the Trustee under the terms of this Indenture.

(h) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the 2024 Bonds or the rights of the Owners of such 2024 Bonds, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no 2024 Insurance Policy.

(i) No contract shall be entered into or any action taken by which the rights of the 2024 Insurer or security for or sources of payment of the 2024 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the 2024 Insurer.

(j) So long as any 2024 Bonds remain outstanding or any amounts are owed to the 2024 Insurer, the Successor Agency shall not issue or incur indebtedness payable from or secured in whole or in part by the Tax Revenues that (i) bears interest at other than fixed rates or (ii) permits the holder to tender such indebtedness for purchase prior to the stated maturity thereof, in either case without the prior written consent of the 2024 Insurer.

(k) So long as any 2024 Bonds remain outstanding or any amounts are owed to the 2024 Insurer by the Successor Agency, the 2024 Insurer shall not enter into any interest rate exchange agreement, cap, collar, floor ceiling or other agreement or instrument involving reciprocal payment obligations between the Issuer and a counterparty based on interest rates applied to a notional amount of principal, without the prior written consent of the 2024 Insurer.

(l) The Successor Agency covenants and agrees to take such action (including, as applicable, filing of Uniform Commercial Code financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Tax Revenues under applicable law.

**Section 4.06 Provisions Relating to 2024 Reserve Policy.** Notwithstanding anything herein to the contrary, the following terms shall govern the 2024 Reserve Policy and the Reserve Account related to the 2024 Bonds so long as the 2024 Reserve Policy is deposited therein:

(a) The Successor Agency shall repay any draws under the 2024 Reserve Policy and pay all related reasonable expenses incurred by the 2024 Insurer and shall pay interest thereon from the date of payment by the 2024 Insurer at the Late Payment Rate.

(b) The Successor Agency shall diligently make repayments for Policy Costs from funds available to the Successor Agency to the extent described in this section and permitted by law. To the extent that such repayment and payment cannot be made in full within the current Recognized Obligation Payment Schedule Period, the Successor Agency shall include the payment and repayment on the next available Recognized Obligation Payment Schedule (or any amendments thereto) and on

successive Recognized Obligation Payment Schedules (or any amendments thereto) until such payment and repayment have been made in full. Repayment of Policy Costs shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

(c) Amounts in respect of Policy Costs paid to the 2024 Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the 2024 Insurer on account of principal due, the coverage under the 2024 Reserve Policy will be increased by a like amount, subject to the terms of the 2024 Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Tax Revenues (subject only to the priority of payment provisions set forth hereunder).

(d) All cash and investments in the Reserve Account related to the 2024 Bonds shall be transferred to the Interest Account and/or Principal Account related to the 2024 Bonds for payment of principal of and interest on the 2024 Bonds before any drawing may be made on the 2024 Reserve Policy or any other Qualified Reserve Account Credit Instrument credited to the Reserve Account in lieu of cash. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Qualified Reserve Account Credit Instruments (including the 2024 Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Qualified Reserve Account Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(e) If the Successor Agency shall fail to pay any Policy Costs in accordance with the requirements of this Section, the 2024 Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder other than remedies which would adversely affect Owners of the 2024 Bonds. The Indenture shall not be discharged until all Policy Costs owing the 2024 Insurer shall have been paid in full and the Successor Agency's obligation to pay such amounts shall expressly survive payment in full of the 2024 Bonds.

(f) The Trustee shall ascertain the necessity for a claim upon the 2024 Reserve Policy in accordance with the provisions of this section and shall provide notice to the 2024 Insurer in accordance with the terms of the 2024 Reserve Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Successor Agency to the Interest Account and/or Principal Account related to the 2024 Bonds more often than semiannually, the Trustee shall give notice to the 2024 Insurer of any failure of the Successor Agency to make timely payment in full of such deposits within two (2) Business Days following the date due.

## ARTICLE V

### OTHER COVENANTS OF THE SUCCESSOR AGENCY

**Section 5.01 Punctual Payment.** The Successor Agency shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture, all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

**Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances.** The Successor Agency hereby covenants that, so long as the Bonds are Outstanding, the Successor Agency shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Tax Revenues (i) on a basis senior to the Bonds or (ii) on a parity with the Bonds except for Parity Debt issued to refund any of the Bonds or other Parity Debt, and then only if the requirements of Section 3.04 are met. The Successor Agency will not otherwise encumber, pledge or place any charge or lien upon any of the Tax Revenues or other amounts pledged to the Bonds superior or equal to the pledge and lien herein created for the benefit of the Bonds.

**Section 5.03 Extension of Payment.** The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

**Section 5.04 Payment of Claims.** The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

**Section 5.05 Books and Accounts; Financial Statements.** The Successor Agency shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Successor Agency and the City, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project, the Tax Revenues and the Special Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of any Insurer and the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The Successor Agency will cause to be prepared, on or before each April 1 so long as the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing the Tax Revenues, all disbursements of Tax Revenues and the financial condition of the Redevelopment Project, including the balances in all funds and accounts relating to the Redevelopment Project, as of the end of such Fiscal Year. The Successor Agency shall promptly furnish a copy of such financial statements to the Trustee, the 2024 Insurer and any other Insurer at no expense and to any Owner upon reasonable request and at the expense of such Owner. The Trustee shall have no obligation to review, verify or analyze any financial statements provided to it by the Successor Agency and shall hold such financial statement solely as a repository for the benefit of the Owners of the Bonds. The Trustee shall not be deemed to have notice of any information contained therein, or default or Event of Default which may be disclosed therein in any manner.

The Successor Agency agrees, consents and will cooperate in good faith to provide information reasonably requested by the 2024 Insurer and will further provide appropriately designated individuals and officers to discuss the affairs, finances and accounts of the Successor Agency or any other matter as the 2024 Insurer may reasonably request.

**Section 5.06 Protection of Security and Rights of Owners.** The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to Bonds, the Bonds shall be incontestable by the Successor Agency.

**Section 5.07 Payments of Taxes and Other Charges.** Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Area, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Project Area or any part thereof.

**Section 5.08 Taxation of Leased Property.** All amounts derived by the Successor Agency pursuant to Section 33673 of the Law with respect to the lease of property for redevelopment shall be treated as Tax Revenues for all purposes of this Indenture.

**Section 5.09 Disposition of Property.** The Successor Agency will not participate in the disposition of any land or real property in a Project Area to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except property dedicated for public right-of-way and except property planned for public ownership or use by the Redevelopment Plan in effect on the date of issuance of the 2024 Bonds) so that such disposition shall, when taken together with other such dispositions, aggregate more than ten percent (10%) of the land area in the applicable Project Area unless such disposition is permitted as hereinafter provided in this Section 5.09. If the Successor Agency proposes to participate in such a disposition, it shall thereupon appoint an Independent Redevelopment Consultant to report on the effect of said proposed disposition. If the Report of the Independent Redevelopment Consultant concludes that the security of the Bonds, or the rights of the Successor Agency, the Bondowners and the Trustee hereunder will not be materially impaired by said proposed disposition, the Successor Agency may thereafter make such disposition. If said Report concludes that such security will be materially impaired by said proposed disposition, the Successor Agency shall disapprove said proposed disposition. This Section 5.09 shall not apply to

the disposition of properties to the City pursuant to the Successor Agency's Long Range Property Management Plan prepared pursuant to Health and Safety Code Section 34191.4.

**Section 5.10 Maintenance of Tax Revenues.** The Successor Agency shall comply with all requirements of the Law and the Dissolution Act to ensure the allocation and payment to it of the Tax Revenues as provided in the Dissolution Act.

**Section 5.11 Tax Covenants.** In connection with the 2024 Bonds, the Successor Agency covenants and agrees to contest by court action or otherwise any assertion by the United States of America or any departments or agency thereof that the interest received by the Bondowners is includable in gross income of the recipient under federal income tax laws on the date of issuance of the 2024 Bonds. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest with respect to the 2024 Bonds and Parity Debt issued on a tax-exempt basis will not be adversely affected for federal income tax purposes, the Successor Agency covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The Successor Agency will take no action or refrain from taking any action or make any use of the proceeds of the 2024 Bonds or Parity Debt issued on a tax-exempt basis or of any other monies or property which would cause the 2024 Bonds or Parity Debt to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The Successor Agency will make no use of the proceeds of the 2024 Bonds or Parity Debt issued on a tax-exempt basis or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the 2024 Bonds or Parity Debt issued on a tax-exempt basis to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guaranty. The Successor Agency will make no use of the proceeds of the 2024 Bonds or Parity Debt issued on a tax-exempt basis or take or omit to take any action that would cause the 2024 Bonds or the Parity Debt issued on a tax-exempt basis to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The Successor Agency will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code;

(e) Hedge Bonds. The Successor Agency will make no use of the proceeds of the 2024 Bonds or any Parity Debt issued on a tax-exempt basis or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause either any 2024 Bonds or the Parity Debt issued on a tax-exempt basis to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the Successor Agency takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the 2024 Bonds and any Parity Debt issued on a tax-exempt basis for federal income tax purposes; and

(f) Miscellaneous. The Successor Agency will take no action or refrain from taking any action inconsistent with its expectations stated in that certain Tax Certificate executed by

the Successor Agency in connection with each issuance of 2024 Bonds and Parity Debt issued on a tax-exempt basis and will comply with the covenants and requirements stated therein and incorporated by reference herein.

**Section 5.12 Continuing Disclosure.** The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee at the request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or the holders of at least 25% aggregate principal amount of Outstanding 2024 Bonds, shall, but only to the extent the Trustee has been indemnified to its satisfaction from and against any loss, liability, cost or expense, including, without limitation, fees and expenses of its attorneys and advisors and additional fees and expenses of the Trustee, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 5.13 Compliance with the Dissolution Act.**

(a) The Successor Agency shall comply with all of the requirements of the Law and the Dissolution Act. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants hereunder.

Further, it will take all actions required under the Dissolution Act to include:

(i) scheduled debt service on the 2024 Bonds and any Parity Debt and any amount required under this Indenture to replenish the Reserve Account established hereunder (including amounts payable to any Insurer as issuer of a Qualified Reserve Account Credit Instrument) or the reserve account established under any Parity Debt Instrument, and

(ii) amounts due to any Insurer (including the 2024 Insurer) hereunder, under any Parity Debt Instrument or under an insurance or surety bond agreement,

in Recognized Obligation Payment Schedules for each ROPS Period so as to enable the County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Successor Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to pay principal of, and interest on, the Bonds coming due in the respective ROPS Period, to pay amounts owed to any Insurer, as well as the other amounts set forth above.

(b) In order to accomplish the foregoing, on or before each February 1 (or at such earlier time as may be required by the Dissolution Act), for so long as any Bonds are outstanding, the Successor Agency shall submit an Oversight Board-approved Recognized Obligation Payment Schedule to the State Department of Finance and to the County Auditor-Controller that shall include, from the first Tax Revenues distributed to the Successor Agency on each January 2 and June 1 Redevelopment Property Tax Trust Fund distribution date (subject to prior payments described in Section 4.01): (i) all debt service due on all Outstanding 2024 Bonds and Parity Debt coming due during such Bond Year (with at least one-half of such Bond Year's debt service to be distributed from the Redevelopment Property Tax Trust Fund on January 2 and the remainder of such Bond Year's debt

service to be distributed from the Redevelopment Property Tax Trust Fund on June 1), as well as all amounts due and owing to the 2024 Insurer hereunder or to any other Insurer, and (ii) any amount required to cure any deficiency in the Reserve Account pursuant to this Indenture or a reserve account established under any Parity Debt Instrument (including any amounts required due to a draw on any Qualified Reserve Account Credit Instrument (including the 2024 Reserve Policy) as well as all amounts due and owing to the 2024 Insurer hereunder or to any other Insurer). The Successor Agency shall have the right, in its sole and absolute discretion, to request up to 100% of the principal and interest coming due during the applicable Bond Year from the RPTTF moneys to be distributed to the Successor Agency on the January 2 of such Bond Year, and to request the remainder of such Bond Year's debt service to be distributed from the RPTTF on June 1 during such Bond Year.

(c) In the event the provisions set forth in the Dissolution Act as of the Closing Date of the 2024 Bonds that relate to the filing of Recognized Obligation Payment Schedules are amended or modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the 2024 Bonds and other Parity Debt and, if the timing of distributions of the Redevelopment Property Tax Trust Fund is changed, the receipt of (i) not less than one half of the debt service due during each Bond Year on all Outstanding Bonds prior to March 1 of such calendar year, and (ii) the remainder of debt service due during such Bond Year on all Outstanding Bonds prior to the next succeeding September 1.

(d) In addition, the Successor Agency covenants that it shall, on or before December 1 of each year, file a Notice of Insufficiency with the County Auditor-Controller if the amount of Tax Revenues available to the Successor Agency from the Redevelopment Property Tax Trust Fund for transfer to the Redevelopment Obligation Retirement Fund on the upcoming January 2 is insufficient to fully fund all required amounts payable from the Redevelopment Obligation Retirement Fund during the next succeeding Semiannual Period. The Successor Agency covenants that, on or before May 1 of each year, it shall file a Notice of Insufficiency with the County Auditor-Controller if the amount of Tax Revenues available to the Successor Agency from the Redevelopment Property Tax Trust Fund for transfer to the Redevelopment Obligation Retirement Fund on the upcoming July 1 is insufficient to fully fund all required amounts payable from the Redevelopment Obligation Retirement Fund during the next succeeding Semiannual Period.

(e) The Successor Agency shall provide all notices and comply with all procedures provided under Section 34183(b) of the Dissolution Act to the extent necessary to enable the County Auditor-Controller to deposit amounts otherwise due to taxing entities pursuant to Sections 33607.5 and 33607.7 of the Law and Section 34183(a)(1) of the Dissolution Act, if and to the extent necessary to ensure sufficient Tax Revenues are available to pay scheduled debt service on the 2024 Bonds and Parity Debt and make all required payments to the 2024 Insurer and any other Insurer.

**Section 5.14 Further Assurances.** The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

**Section 5.15 Last and Final Recognized Obligation Payment Schedule.** As long as the 2024 Bonds are Outstanding and the 2024 Insurer is not in default under the 2024 Reserve Policy or the 2024 Insurance Policy, the Successor Agency will not submit to the Oversight Board or the

California Department of Finance a request for the final amendment permitted for its Last and Final Recognized Obligation Payment Schedule pursuant to Section 34191.6 of the California Health and Safety Code without the prior written consent of the 2024 Insurer, unless all amounts that could become due and payable to the 2024 Insurer under this Indenture would be included as a line item on the last and final Recognized Obligation Payment Schedule following approval of the requested final amendment.

## **ARTICLE VI**

### **THE TRUSTEE**

#### **Section 6.01 Duties, Immunities and Liabilities of Trustee.**

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default known to it (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Successor Agency may remove the Trustee at any time upon thirty days' prior written notice, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (f) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, with a copy to any Insurer, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners and any Insurer notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing, with notice of such appointment to be furnished to any Insurer. Such removal shall be accomplished by the giving of at least thirty (30) days written notice of such removal by the Successor Agency to the Trustee whereupon the Successor Agency shall immediately appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee and after being paid its



fees and expenses then due and owing to it, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall cause the successor Trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books.

(e) If an Event of Default hereunder occurs with respect to any Bonds of which the Trustee has been given or is deemed to have notice, as provided in Section 6.03(d) hereof, then the Trustee shall promptly give written notice thereof, by first-class mail to the any Insurer and the Owner of each such Bond, unless such Event of Default shall have been cured or waived before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the Successor Agency to make any payment when due, the Trustee shall, within thirty (30) days of the Trustee's knowledge thereof, give such notice to any Insurer, and the Trustee, with the consent of any Insurer may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Bondowners not to give such notice.

(f) The Successor Agency agrees that, so long as any Bonds are Outstanding, the Trustee shall be: (i) a financial institution having a trust office in the State, having (or in the case of a corporation, national banking association or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority; (ii) a state-chartered commercial bank that is a member of the Federal Reserve System having at least \$1,000,000,000 of assets; or (iii) an entity otherwise approved by all Insurers in writing. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

**Section 6.02 Merger or Consolidation.** Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company

to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (f) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

### **Section 6.03 Liability of Trustee.**

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct as finally determined by a court of competent jurisdiction. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee as finally determined by a court of competent jurisdiction; and the Trustee shall not be liable for errors in judgment made in good faith unless determined to be negligent in ascertaining pertinent facts. Where the Trustee is given the permissive right to do things enumerated in this Indenture, such right shall not be construed as a mandatory duty.

(d) The Trustee shall not be deemed to have knowledge of any default or Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no default or Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Special Fund and the investment and application of moneys on

deposit in the Special Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

(e) The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

(h) The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(i) Before taking any action under Article VIII or this Article, or in connection with any Insolvency Proceeding (or related adversary proceeding or Claim) at the request of the Owners or any Insurer, the Trustee may require that a satisfactory indemnification be furnished by the Owners or any Insurer for the reimbursement of all expenses to which it may be put (including without limitation associated attorneys' fees and expenses) and to protect it against all liability, except liability which is finally adjudicated by a court of competent jurisdiction to have resulted from its negligence or willful misconduct in connection with any action so taken.

(j) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Successor Agency understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable

user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(m) The Trustee shall not be liable for special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

**Section 6.04 Right to Rely on Documents and Opinions.** The Trustee shall have no liability in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, facsimile transmission, electronic mail, or other paper or document reasonably believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as

it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

**Section 6.05 Preservation and Inspection of Documents.** All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of and copying by the Successor Agency and any Insurer and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions. Delivery of reports or other documents to the Trustee shall not be deemed to constitute or impose actual or constructive notice or knowledge on the part of the Trustee, and such reports and documents may simply be held to be made available for inspection by Owners of Bonds.

**Section 6.06 Compensation and Indemnification.** The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including outside counsel and the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including outside counsel and the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), and all indemnities provided to the Trustee herein. In addition, and without prejudice to any other provision, fees, costs and expenses paid or incurred by Trustee in providing services after an Event of Default, together with its compensation for such services, are intended to constitute expenses of administration under any applicable federal, state or other applicable bankruptcy, insolvency or other similar law.

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense, including legal fees and expenses, and liabilities which it may incur to the extent arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees as finally determined by a court of competent jurisdiction. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

**Section 6.07 Deposit and Investment of Moneys in Funds.** Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account and the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Written Request of the Successor Agency filed with the Trustee at least two (2) Business Days in advance of the making of such investments, except that moneys in the Reserve Account shall not be invested in Permitted Investments having a maturity of more than five (5) years, unless any such Permitted Investment is described in clause (g) of the definition thereof. In the absence of any such Written Request of the Successor Agency, the Trustee shall hold any such moneys uninvested. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency

directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State and is a Permitted Investment in which the Successor Authority is authorized to invest, and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the above list which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Trustee shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Permitted Investment obtained at the Successor Agency's expense. Moneys in the Special Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account; *provided, however*, that all interest or gain from the investment of amounts in the Reserve Account shall be deposited by the Trustee in the Interest Account only to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made in accordance with this Section. For investment purposes only, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency monthly cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

If applicable, the Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of any tax-exempt Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow its normal practice in determining the value of Permitted Investments, which may include utilizing generally recognized pricing services (including brokers and dealers in securities) that may be available to it including those available through its regular accounting system and rely conclusively and without liability thereon.

Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued by the Successor Agency at their present value (within the meaning of Section 148 of the Code). Investments on deposit in the Reserve Account shall be valued semiannually two (2) Business Days preceding each March 1 and September 1 at their Fair Market Value.

**Section 6.08 Accounting Records and Financial Statements.** The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with

corporate trust industry standards, in which accurate entries shall be made of all transactions relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, on at least a monthly basis, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

**Section 6.09 Other Transactions with Successor Agency.** The Trustee, either as principal or agent, may engage in or be interested in any financial or other transaction with the Successor Agency.

## **ARTICLE VII**

### **MODIFICATION OR AMENDMENT OF THIS INDENTURE**

**Section 7.01 Amendment With And Without Consent of Owners.** This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption without the consent of any Owners or any Insurer (except as described in subsection (b) below and subject to Section 4.05(b)), to the extent permitted by law, but only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed, including any covenant or agreement that provides for additional security for the Bonds, or to limit or surrender any rights or powers herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or (with the consent of the 2024 Insurer) in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to provide for the issuance of Parity Debt in accordance with Section 3.04; or

(d) if applicable, to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the opinion of Bond Counsel; or

(e) to comply with amendments or supplements to the Dissolution Act; or

(f) to comply with the requirements of a provider of a Qualified Reserve Account Credit Instrument.

In addition, except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of each Insurer (but

only with respect to any Bonds insured by such Insurer) and the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee; provided, that for purposes of this sentence with respect to the Owners of 2024 Bonds, the written consent of the 2024 Insurer to any such amendment shall be deemed to satisfy the requirement to obtain the written consent of the Owners of such 2024 Bonds. Notwithstanding the foregoing, no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest, or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of both the Insurer of such Bond (if any) and the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification without the express written consent of both the Insurer of such Bond (if any) and the Owner of such Bond. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In no event shall any Supplemental Indenture adversely affect the security for the Bonds or modify any of the rights or obligations of any Insurer without its prior written consent.

**Section 7.02 Effect of Supplemental Indenture.** From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

**Section 7.03 Endorsement or Replacement of Bonds After Amendment.** After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may, with the prior written consent of any Insurer, determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Principal Corporate Trust Office of the Trustee, without cost to such Owners.

**Section 7.04 Amendment by Mutual Consent.** The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond and, provided further that written consent to such amendment shall first be obtained from any Insurer.

**Section 7.05 Opinion of Counsel.** Prior to executing any Supplemental Indenture, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such Supplemental Indenture under this Indenture have been satisfied and such Supplemental Indenture is authorized and permitted under this Indenture and, if expressly required by the terms of such Supplemental Indenture, does not adversely affect the exclusion of interest on any tax-exempt Bonds from gross income for federal income tax purposes or adversely affect the exemption of interest on the Bonds from personal income taxation by the State.



**Section 7.06 Copy of Supplemental Indenture to S&P and Moody's.** The Successor Agency shall provide to S&P and Moody's, for so long as S&P and Moody's, as the case may be, maintain a rating on any of the Bonds (without regard to any municipal bond or financial guaranty insurance), a copy of any Supplemental Indenture.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT AND REMEDIES OF OWNERS**

**Section 8.01 Events of Default.** The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of thirty (30) days following receipt by the Successor Agency of written notice from the Trustee or any Insurer or written notice from any Owner (with a copy of said notice delivered to the Trustee and any Insurer) of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency (as stated in a written certificate to such effect provided by the Successor Agency to the Trustee, on which it may conclusively rely) the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency (with the prior written consent of any Insurer) within such thirty (30) day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time (not to exceed sixty (60) days without the prior written consent of the 2024 Insurer so long as the 2024 Insurance Policy is in full force and effect and the 2024 Insurer has not defaulted on its obligations thereunder);

(c) If the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition by the Successor Agency seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition by the Successor Agency, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property; or

(d) An event of default shall have occurred under any Parity Debt Instrument, and such event of default is continuing following the expiration of any applicable notice and cure period.

In determining whether an Event of Default has occurred under (a) above, no effect shall be given to payments made under any municipal bond insurance policy, financial guaranty insurance policy or Qualified Reserve Account Credit Instrument.

If an Event of Default has occurred under this Section and is continuing, the Trustee, may, and, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, subject to the provisions of Section 6.03(i), exercise any other remedies available to the Trustee and the Bondowners in law or at equity, including an action in mandamus. Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to any Insurer and to the Successor Agency by telephone promptly confirmed in writing.

Promptly upon receiving written notice or actual knowledge of the occurrence of an Event of Default (which has not been cured or waived), the Trustee shall give notice of such Event of Default to each Insurer and to the Successor Agency as provided in and subject to the terms of Section 6.01(e).

**Section 8.02 Application of Funds.** Notwithstanding any terms appearing herein or elsewhere to the contrary, all amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture (including the Trustee's share of any Pledged Tax Revenues) and all sums in the funds and accounts established and held by the Trustee hereunder upon and following an Event of Default as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and advisors and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the amounts then owing and unpaid upon the Bonds and as otherwise provided in this Indenture.

**Section 8.03 Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

**Section 8.04 Limitation on Owner's Right to Sue.** No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Successor Agency, the Trustee and any Insurer written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such

request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

**Section 8.05 Non-Waiver.** Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

**Section 8.06 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

**Section 8.07 Determination of Percentage of Bondowners.** Whenever in this Indenture the consent, direction or other action is required or permitted to be given or taken by a percentage of the Owners of an aggregate principal amount of Outstanding Bonds (including by the Owners of a majority in aggregate principal amount of the Outstanding Bonds), such percentage shall be calculated on the basis of the principal amount of the Outstanding Bonds determined as of the next succeeding Interest Payment Date.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.01 Special Obligations.** The Bonds are special obligations of the Successor Agency secured by a pledge and lien as described in Section 4.01 hereof. The Bonds are not debts, liabilities or obligations of the City previously defined, the State of California, or any of its political subdivisions, and neither the City, said State, nor any of its political subdivisions is liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness in contravention of any constitutional or statutory debt limitation or restriction.

**Section 9.02 Benefits Limited to Parties.** Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, each Insurer, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, such Insurers and the Owners. To the extent that this Indenture confers upon or gives any Insurer any right, remedy or claim under or by reason of this Indenture, each Insurer is hereby explicitly recognized as being third-party beneficiaries hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.

**Section 9.03 Successor is Deemed Included in All References to Predecessor.** Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 9.04 Discharge of Indenture.** (a) If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing with the Trustee in trust or an escrow agent, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or the applicable portion of Outstanding Bonds, including all principal, interest and redemption premiums, if any, or;

(iii) by irrevocably depositing with the Trustee in trust or an escrow agent, Defeasance Obligations in such amount as an Independent Accountant shall determine (as evidenced by a verification report prepared and delivered by such Independent Accountant certifying such determination) will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture or on deposit with such escrow agent, be fully sufficient to pay and discharge the indebtedness on all Bonds or the applicable portion thereof (including all principal, interest and redemption premiums) at or before maturity;

then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other amounts, funds and accounts described in Section 4.01 hereof and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (A) the covenants of the Successor Agency hereunder with respect to the Code, (B) the obligation of the Trustee to transfer and exchange Bonds hereunder, (C) the obligations of the Successor Agency under Section 6.06 hereof, and (D) the obligation of the Successor Agency to pay or cause to be paid to the Owners (or any Insurer), from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee and any Insurer all fees, expenses and costs of the Trustee and any Insurer, which obligations to the 2024 Insurer shall expressly survive payment in full of the 2024 Bonds and termination of this Indenture. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency.

Notwithstanding the foregoing, only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasures"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasures held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasures are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the 2024 Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the 2024 Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the 2024 Bonds unless the 2024 Insurer otherwise approves.

Furthermore, to accomplish defeasance of 2024 Bonds, the Successor Agency shall cause to be delivered to the 2024 Insurer (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the 2024 Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the 2024 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other written instructions to the Trustee (which shall be acceptable in form and substance to the 2024 Insurer and the Trustee), (iii) an opinion of nationally recognized bond counsel to the effect that the 2024 Bonds are no longer "Outstanding" under the Indenture and (iv) a certificate of discharge of the Trustee with respect to the 2024 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Successor Agency, the Trustee and the 2024 Insurer. The 2024 Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

(b) Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due of the Bonds is paid by any Insurer, such Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Successor Agency, and the

assignment and pledge of the Tax Revenues and other assets hereunder and all covenants, agreements and other obligations of the Successor Agency to the Bondowners so paid shall continue to exist and shall run to the benefit of such Insurer, and such Insurer shall be subrogated to the rights of such Bondowners, as applicable.

**Section 9.05 Execution of Documents and Proof of Ownership by Owners.** Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by such Owner's attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

**Section 9.06 Disqualified Bonds.** In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Successor Agency and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

**Section 9.07 Waiver of Personal Liability.** No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

**Section 9.08 Destruction of Cancelled Bonds.** Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

**Section 9.09 Notices.** Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by facsimile, addressed as follows:

If to the Successor Agency:           Successor Agency to the Dinuba Redevelopment Agency  
405 E. El Monte Way  
Dinuba, California 93618  
Attention: Executive Director

If to the Trustee:                   U.S. Bank Trust Company, National Association  
633 W. Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, California 90071  
Attention: Global Corporate Trust Services

If to the 2024 Insurer:           \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Re: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopier: \_\_\_\_\_

In each case in which notice or other communication to the 2024 Insurer refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the Deputy General Counsel – Public Finance and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

The Successor Agency and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 9.10 Partial Invalidity.** If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Finance Officer of the Successor Agency in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Finance Officer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

**Section 9.11 Unclaimed Moneys.** Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the

date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondowners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

**Section 9.12 Execution in Counterparts; Electronic Delivery of Signatures.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Signatures appearing on any counterpart of this Indenture may be delivered by facsimile transmission or by electronic delivery in PDF format, which transmission or delivery shall be deemed delivery of an originally executed document.

**Section 9.13 Governing Law.** This Indenture shall be construed and governed in accordance with the laws of the State.

**Section 9.14 OFAC Compliance.** The Successor Agency covenants and represents that neither it nor any of its affiliates, subsidiaries, directors or officers are the target or subject of any sanctions enforced by the US Government, (including, the Office of Foreign Assets Control of the US Department of the Treasury (“OFAC”)), the United Nations Security Council, the European Union, HM Treasury, or other relevant sanctions authority (collectively “Sanctions”). The Successor Agency covenants and represents that neither it nor any of its affiliates, subsidiaries, directors or officers will use any payments made pursuant to this Indenture, (i) to fund or facilitate any activities of or business with any person who, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business with any country or territory that is the target or subject of Sanctions, or (iii) in any other manner that will result in a violation of Sanctions by any person.

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IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY has caused this Indenture to be signed in its name by its Executive Director, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE DINUBA  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Officer



This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as “Successor Agency to the Dinuba Redevelopment Agency Tax Allocation Refunding Bonds, Series 2024 (the “2024 Bonds”), of an aggregate principal amount of \$\_\_\_\_\_, all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption, if any, and other provisions) and all issued pursuant to the provisions of the Refunding Law, the Dissolution Act, and the Law (as such terms are defined in the Indenture), and pursuant to an Indenture of Trust, dated as of \_\_\_\_\_1, 2024, entered into by and between the Successor Agency and the Trustee (the “Indenture”).

The Bonds are being issued in the form of registered Bonds without coupons. Additional Parity Debt may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Refunding Law, the Dissolution Act, and the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the Registered Owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms not otherwise defined herein shall have the meanings given them in the Indenture.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refinance certain bonds issued by the Successor Agency with respect to the Project Area and to pay certain expenses of the Successor Agency in issuing the Bonds.

The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and all other Bonds and the interest thereon (to the extent set forth in the Indenture), are secured by a statutory pledge of, and lien on, Tax Revenues deposited in the Redevelopment Property Tax Trust Fund held by the Auditor-Controller of Tulare County, a pledge of, security interest in and lien on the Tax Revenues on deposit in the Redevelopment Obligation Retirement Fund, including the Special Fund therein, the Debt Service Fund, and any fund or account created under the Indenture, and are payable from Tax Revenues remaining after payment of certain amounts to the County Auditor-Controller for its administrative expenses, to certain taxing entities pursuant to certain Pass-Through Agreements and to certain taxing entities as statutory pass-through payments, as provided in the Dissolution Act and the Indenture.

There has been created, and will be maintained by, the Successor Agency the Special Fund into which Tax Revenues deposited by the Auditor-Controller of Tulare County in the Redevelopment Obligation Retirement Fund shall be transferred and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any Parity Debt (as defined in the Indenture).

The 2024 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as provided in the Indenture.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same series, tenor and maturity.

This Bond is transferable upon the Registration Books, by the person in whose name it was registered, in person or by a duly authorized attorney of such person upon surrender to the Trustee at the Principal Corporate Trust Office for cancellation, but only in the manner and subject to the limitations provided in the Indenture. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same series, tenor and maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the Registered Owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the respective Insurer and the Registered Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall a Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In no event shall any Supplemental Indenture modify any of the rights or obligations of any Insurer without its prior written consent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond is not a debt, liability or obligation of the City of Dinuba, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness in contravention of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness

of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Dinuba Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Executive Director and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE  
DINUBA REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Secretary

[FORM OF TRUSTEE’S CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_, 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

[FORM OF STATEMENT OF INSURANCE]

[TO COME]

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)  
the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)  
\_\_\_\_\_ attorney,  
to transfer the same on the registration books of the Trustee with full power of substitution in the  
premises.

Dated: \_\_\_\_\_

Signatures Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an  
eligible guarantor.

\_\_\_\_\_  
Note: The signatures(s) on this Assignment  
must correspond with the name(s) as  
written on the face of the within Bond in  
every particular without alteration or  
enlargement or any change whatsoever.

## **EXHIBIT B**

### **REDEVELOPMENT PLAN**

#### **City of Dinuba Redevelopment Project**

The redevelopment plan for the City of Dinuba Redevelopment Project Area was adopted by Ordinance No. 668 on July 6, 1984.

#### **Dinuba Redevelopment Project No. 2**

The redevelopment plan for Dinuba Redevelopment Project No. 2 was adopted by Ordinance No. 774 on June 27, 1989, and was amended by Ordinance No. 90-18 adopted by the City Council on July 10, 1990.

#### **Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, As Amended**

The Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, As Amended, was created by merging the above project areas pursuant to Ordinance No. 91-13 adopted by the City Council on December 10, 1991; and was amended by Ordinance No. 93-11 adopted by the City Council on November 23, 1993; Ordinance No. 95-06 adopted by the City Council on July 18, 1995; Ordinance No. 2001-8 adopted by the City Council on July 10, 2001; Ordinance No. 2005-14 adopted by the City Council on July 12, 2005; and Ordinance No. 2008-03 adopted by the City Council on July 8, 2008.



## **2014 ESCROW AGREEMENT**

### **SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY MERGED CITY OF DINUBA REDEVELOPMENT PROJECT AND DINUBA REDEVELOPMENT PROJECT NO. 2, AS AMENDED TAX ALLOCATION REFUNDING BONDS ISSUE OF 2014**

This 2014 ESCROW AGREEMENT (the “Agreement”), dated as of \_\_\_\_\_ 1, 2024, is by and between the Successor Agency to the Dinuba Redevelopment Agency (the “Agency”), as successor to the Dinuba Redevelopment Agency (the “Prior Agency”), and U.S. Bank Trust Company, National Association, a national banking association having a corporate trust office in Los Angeles, California, and being qualified to accept and administer the escrow hereby created (the “Escrow Bank”).

#### *WITNESSETH:*

WHEREAS, pursuant to an Indenture of Trust dated as of April 1, 2014 (the “Prior Indenture”), by and between the Agency and U.S. Bank Trust Company, National Association, as trustee (the “Prior Trustee”), the Agency issued its Merged City of Dinuba Redevelopment Project and Dinuba Redevelopment Project No. 2, As Amended, Tax Allocation Refunding Bonds, Issue of 2014 (the “Prior Bonds”); and

WHEREAS, pursuant to an Indenture of Trust dated as of \_\_\_\_\_ 1, 2024 (the “Indenture”), by and between the Agency and U.S. Bank Trust Company, National Association, as trustee, the Agency will issue its Tax Allocation Refunding Bonds, Series 2024 (the “Refunding Bonds”), for the purpose of providing moneys which, together with certain other amounts held under the Prior Indenture, will be sufficient to redeem the outstanding Prior Bonds set forth on Schedule A attached hereto (the “Refunded Bonds”) on September 1, 2024 at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, without premium (the “Redemption Price”); and

WHEREAS, a portion of the proceeds of the Refunding Bonds shall be set aside in order to provide for the payment of the Refunded Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder and maintained by the Escrow Bank (the “Escrow Fund”); and

WHEREAS, the Agency has taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, proceeds of the Refunding Bonds for the purchase of certain securities and investments consisting of direct noncallable obligations of the United States of America as listed on Schedule B attached hereto and made a part hereof (the “Investment Securities”), in an amount which, together with the cash deposit described herein and the income to accrue on such Investment Securities, is intended by the Agency to be sufficient, upon the maturity of such Investment Securities, to pay the interest on the Refunded Bonds through and including September 1, 2024, and to redeem the Refunded Bonds on September 1, 2024 at the Redemption Price;

NOW, THEREFORE, the Agency and the Escrow Bank hereby agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Refunded Bonds has been paid in full and to hold the securities, investments and moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The Agency shall deposit with the Escrow Bank \$\_\_\_\_\_ of proceeds of the Bonds along with \$\_\_\_\_\_ from funds held under the Prior Indenture. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment of the Refunded Bonds. The Escrow Bank shall purchase Investment Securities as described in Schedule B at a cost of \$\_\_\_\_\_ and shall hold \$\_\_\_\_\_ uninvested in cash.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of \_\_\_\_\_, certified public accountants, dated \_\_\_\_\_, 2024 relating to the Investment Securities (the "Verification Report") with respect to the Agency's defeasance of the Refunded Bonds in the manner and to the extent provided by law and in Section 9.3 of the Prior Indenture.

Section 2. Investment of the Escrow Fund.

(a) The Agency and the Escrow Bank each shall take all remaining action, if any, necessary to have the Investment Securities issued and registered in the name of the Escrow Bank for the account of the Escrow Fund. Except as otherwise provided in this Section, the Escrow Bank shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested.

(b) Upon the written direction of the Agency, but subject to the conditions and limitations herein set forth, the Escrow Bank shall sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and purchase with the proceeds derived from such sale, transfer, redemption or other disposition noncallable, non prepayable obligations constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America (the "Substitute Investment Securities"). Such sale, transfer, redemption or other disposition of Investment Securities and purchase of Substitute Investment Securities shall be effected by the Escrow Bank upon the written direction of the Agency but only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) the Substitute Investment Securities, together with the Investment Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such Investment Securities and Substitute Investment Securities held in the Escrow Fund, together with any uninvested moneys therein, to make all payments required by Section 3 hereof which have not previously been made, and (b) the amounts and dates of the anticipated payments by the Escrow Bank of the principal and interest on the Refunded Bonds will not be diminished or postponed thereby, and (ii) the Escrow Bank shall receive an unqualified opinion of nationally recognized municipal bond attorneys to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunding Bonds and the Refunded Bonds.

(c) Upon the written direction of the Agency, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing

principal of or interest or other investment income on any Investment Securities and Substitute Investment Securities held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 2(b) not required for the purposes of said Section, as follows: to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 3 hereof, as certified by a nationally recognized firm of independent certified public accountants, such moneys shall be transferred to the Agency upon the written direction of the Agency as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder or under the Prior Indenture.

Section 3. Payment of the Refunded Bonds. The Agency hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on the Investment Securities and Substitute Investment Securities held for the account of the Escrow Fund promptly as such principal and interest become due, and, subject to the provisions of Section 2 hereof, to pay such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to the Prior Trustee for the payment of the Refunded Bonds at the places and in the manner stipulated in the Refunded Bonds and in the Prior Indenture. The Agency hereby irrevocably instructs the Prior Trustee to provide the Notice of Redemption required pursuant to Section 2.3(g) of the Prior Indenture. The Agency hereby further irrevocably instructs the Escrow Bank to provide the Notice of Defeasance in substantially the form set forth in Schedule D hereto. In accordance with Sections 2.3 and 9.3 of the Prior Indenture, the Escrow Bank is irrevocably instructed to make all payments of interest due on the Refunded Bonds on and prior to \_\_\_\_\_, 2024 and to redeem the Refunded Bonds on \_\_\_\_\_, 2024 at the Redemption Price. Upon payment in full of the Refunded Bonds, the Escrow Bank shall transfer any moneys or securities remaining in the Escrow Fund to the Agency and this Agreement shall terminate. The Escrow Fund cash flow is set forth in Schedule C attached hereto.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund, including the anticipated proceeds of the Investment Securities and any Substitute Investment Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the Agency in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the Agency shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The Agency shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement and shall reimburse the Escrow Bank for all out of pocket expenses (including reasonable legal fees and expenses) incurred hereunder.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Merger or Consolidation. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 7. Indemnity. To the maximum extent permitted by law, the Agency hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, directors, officers, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the Agency or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the Agency shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the Agency or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the resignation or removal of the Escrow Bank.

Section 8. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Agency and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or to the validity of this Agreement as to the Agency and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement and no implied covenants or

obligations shall be read against the Escrow Bank hereunder. The Escrow Bank may consult with counsel, who may or may not be counsel to the Agency, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Agency.

The Escrow Bank may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Agency elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Agency agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Agency the right to receive brokerage confirmations of security transactions as they occur, the Agency specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the Agency periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

If the Escrow Bank learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of Investment Securities that is to be submitted pursuant to this Agreement, the Escrow Bank shall promptly request alternative written investment instructions from the Agency with respect to escrowed funds which were to be invested in Investment Securities. The Escrow Bank shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Bank shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Agency. In the absence of investment instructions from the Agency, the Escrow Bank shall not be responsible for the investment of such funds or interest thereon. The Escrow Bank may conclusively rely upon the Agency's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

The Escrow Bank shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Agreement.

The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal securities deposited with it to pay the principal, interest, or premiums, if any, on the Bonds.

Section 9. Amendments. This Agreement is made for the benefit of the Agency and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the Agency; provided, however, that if the Agency and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds and the Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not materially adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants) and shall hold funds received by it uninvested. The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days' notice in writing to the Agency, which notice shall be mailed to the owners of the Refunded Bonds remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the Agency of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the Agency to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with

the provisions of this Agreement upon application by the Agency or the owners of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the Agency. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Refunded Bonds. Within one year after a vacancy, the owners of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the Agency, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the Agency. If no successor Escrow Bank is appointed by the Agency or the owners of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Escrow Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the Prior Indenture.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the Agency provided, however, that an assignment made pursuant to Section 6 hereof shall not require prior written consent.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in which the principal office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the Successor Agency to the Dinuba Redevelopment Agency and U.S. Bank Trust Company, National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Escrow Bank

By: \_\_\_\_\_  
Authorized Officer

SUCCESSOR AGENCY TO THE  
DINUBA REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Executive Director



**SCHEDULE A**  
**REFUNDED BONDS**

<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Principal Amount</i>	<i>CUSIP</i>
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**SCHEDULE B**  
**INVESTMENT SECURITIES**

<i>Type</i>	<i>Coupon</i>	<i>Maturity Date</i>	<i>Par Amount</i>	<i>Price</i>
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**SCHEDULE C**  
**ESCROW FUND CASH FLOW**

## **SCHEDULE D**

### **NOTICE OF DEFEASANCE OF BONDS OF SUCCESSOR AGENCY TO THE DINUBA REDEVELOPMENT AGENCY MERGED CITY OF DINUBA REDEVELOPMENT PROJECT AND DINUBA REDEVELOPMENT PROJECT NO. 2, AS AMENDED TAX ALLOCATION REFUNDING BONDS ISSUE OF 2014**

Notice is hereby given to the owners of the above-captioned bonds set forth on Exhibit A hereto (collectively, the “Refunded Bonds”) that:

(i) There has been deposited in an Escrow Fund with U.S. Bank Trust Company, National Association, as Escrow Bank, certain monies and investment securities as permitted by that Indenture of Trust dated as of April 1, 2014 (the “Indenture”) by and between U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and the Successor Agency to the Dinuba Redevelopment Agency (the “Agency”), pursuant to which the Refunded Bonds were issued, for the purpose of defeasing and redeeming the Refunded Bonds. The investment securities will mature at the proper times and in the proper amounts to produce funds which, along with the moneys deposited with the Escrow Bank, will be sufficient (a) to pay the interest due on the Refunded Bonds through and including September 1, 2024, and (b) to redeem the Refunded Bonds on September 1, 2024 at a redemption price equal to the principal amount thereof, without premium (the “Redemption Price”).

(ii) The Trustee has been irrevocably instructed by the Agency to provide a notice of redemption in accordance with the Indenture and to redeem the Refunded Bonds on September 1, 2024.

(iii) The Refunded Bonds are deemed to be paid in accordance with Section 9.3 of the Indenture and all liability of the Agency under the Indenture has ceased and been discharged except for the obligation of the Trustee to pay the owners of the Refunded Bonds the interest on and Redemption Price of the Refunded Bonds when due from amounts on deposit in the Escrow Fund in accordance with Section 9.3 of the Indenture.

Dated: \_\_\_\_\_, 2024

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Escrow Bank

**EXHIBIT A**  
**REFUNDED BONDS**

<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Principal Amount</i>	<i>CUSIP</i>
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## MEMORANDUM

**TO:** Successor Agency to the Dinuba Redevelopment Agency

**FROM:** Urban Futures, Inc.  
Doug Anderson, Director

**DATE:** March 15, 2024

**RE:** Independent Municipal Advisor's Report: Debt Service Savings Analysis for Successor Agency to the Dinuba Redevelopment Agency Tax Allocation Refunding Bonds, Series 2024 (the "2024 Bonds")

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### Background

The Successor Agency to the Dinuba Redevelopment Agency (the "Agency") is authorized under Section 34177.5 of the State Health and Safety Code to issue tax allocation refunding bonds for economic savings within the parameters set forth in Section 34177.5(a)(1) of the State Health and Safety Code (the "Savings Parameters"). In addition, Section 34177.5 of the State Health and Safety Code provides, in relevant part, that the Agency "...shall make use of an independent financial advisor in developing financing proposals and shall make the work products of the financial advisor available to the Department of Finance at its request." (State Health & Safety Code Section 34177.5(h), effective 6/27/12) Urban Futures, Inc., has been retained by the Agency to serve as its independent municipal advisor to determine compliance with the Savings Parameters for purposes of the issuance by the Agency of its 2024 Bonds.

This report in draft form may be used in presentations to the Agency Board and Oversight Board but will be final only after verification of final debt service savings. The 2024 Bonds will be issued for the purpose of refunding and defeasing the Agency's Tax Allocation Refunding Bonds, Issue of 2014 (the "Prior Obligation").

### Plan of Refunding

The financing goal is to maximize economic savings by reducing total debt service.

Based on market conditions as of March 14, 2024, Oppenheimer & Co. Inc. (the "Underwriter") has prepared refunding cash flows based on certain assumptions. The refunding of the Prior Obligation from proceeds of the 2024 Bonds and certain funds on hand will achieve a gross debt service savings of \$878,319 and Net PV savings of approximately \$772,117, as shown in Table 3. The savings generated from this refunding are anticipated to result in higher property tax distributions to the affected taxing entities in the future.

## Refunding Results

Table 1 below shows the estimated sources and uses for the 2024 Bonds.

Table 1: (Est.) Sources and Uses of Funds		
<b>Sources:</b>		
Par Amount	\$	9,710,000
Bond Premium		1,100,553
Total Sources of Funds	<u>\$</u>	<u><b>10,810,553</b></u>
<b>Uses:</b>		
Refunding Escrow Deposits		
SLGS Purchases	\$	10,444,571
	<u>\$</u>	<u>10,444,571</u>
Costs of Issuance*	<u>\$</u>	<u>365,982</u>
Total Uses of Funds	<u><b>\$</b></u>	<u><b>10,810,553</b></u>

\*Estimate includes Underwriter's Discount, premiums for Bond Insurance and Debt Service Reserve policies, and Finance Team fees and expenses.

Tables 2 and 3 below show estimated debt service savings and Net Present Value ("Net PV") savings based on market conditions as of 3/14/2024.

Table 2 - Est. Debt Service Savings			
Bond Year (9/1)	Existing Payments	Est. New Payments	Savings
2024	680,750	612,431	68,319
2025	935,250	843,250	92,000
2026	948,000	859,000	89,000
2027	939,000	848,000	91,000
2028	1,624,250	1,536,500	87,750
2029	1,624,000	1,534,500	89,500
2030	1,620,750	1,529,750	91,000
2031	1,624,500	1,532,250	92,250
2032	1,719,750	1,631,500	88,250
2033	1,716,750	1,627,500	89,250
Totals	13,433,000	12,554,681	878,319

Table 3 - Net Present Value (PV) Savings Summary	
PV of Savings from cash flow	771,452
Less: Prior Funds on Hand	-
Plus: Refunding Funds on Hand	665
Net PV Savings	772,117

### Proposed Refunding Complies with State Law

Based on the proposed structure of the 2024 Bonds and the projected debt service savings, Urban Futures, Inc. concludes that the 2024 Bonds comply with the Savings Parameters as described below.

**A. Total debt service (principal and interest) on the refunding bonds is less than total debt service on the refunded bonds (sec. 34177.5(a)(1)(A)):** Section 34177.5(a)(1)(A) requires that the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded. Table 2 shows projected total debt service savings from the refunding of the Prior Obligation of \$878,319, calculated as (i) total debt service on the Prior Obligation, minus (ii) total debt service on the 2024 Bonds. Net PV savings is projected to be \$772,117.



***B. Refunding bonds principal shall be used only for refunding purposes, not for new-money (sec. 34177.5(a)(1)(B)):*** Section 34177.5(a)(1)(B) requires that the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. Table 1 is the projected sources and uses of funds for the 2024 Bonds, showing that all proceeds are used only for purposes associated with refunding the Prior Obligations and to pay related costs of issuance. No proceeds of the 2024 Bonds will be used for any other purposes, including new-money purposes.

***C. Agency shall make diligent efforts to ensure lowest long-term cost financing is obtained, to structure refunding that does not provide for any bullets or spikes or variable rates, and shall hire an independent financial advisor (sec. 34177.5(h)):*** Section 34177.5(h) requires the Agency to make diligent efforts to ensure that the lowest long-term cost financing is obtained and that the financing not provide for any bullets or spikes or use variable rates. The Agency has retained Urban Futures, Inc., an independent financial advisor registered with the SEC and MSRB, to monitor the pricing of the 2024 Bonds.

In accordance with Section 34177.5(h), the proposed refunding structure does not provide for any bullet principal maturities, debt service spikes or variable rate debt.



## City Council Staff Report

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Department: CITY MANAGER'S OFFICE

March 26, 2024

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**To:** Mayor and City Council

**From:** Maria Alaniz, City Clerk/Human Resources Director

**Subject:** Conference with Labor Negotiators (MA)

### RECOMMENDATION

Pursuant to GC Subdivision 54957.6; Agency designed representatives: Maria Alaniz; Karina Solis; Luis Patlan; Daniel James

Employee Organizations: City Employees; Police Officers' Association; Firefighters' Association; and Unrepresented Employees

### EXECUTIVE SUMMARY

### OUTSTANDING ISSUES

### DISCUSSION

### FISCAL IMPACT

### PUBLIC HEARING