

COUNCIL MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.18/02-05

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: February 5, 2018/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Felipe Pérez
Mayor Pro Tem Marcia Sablan
Council Member Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – The City Council regular meeting on January 17, 2018.

SUCCESSOR AGENCY MATTERS

2. RESOLUTION NO. 18-05 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH A. M. PECHÉ & ASSOCIATES LLC TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL YEAR 2018-19.

Recommended Action: Council receives public comment & approves Res. No. 18-05.

NEW BUSINESS

3. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER THE REQUEST WAIVER OF FEES FOR THE USE OF ANDREW FIREBAUGH COMMUNITY CENTER AND RODEO GROUNDS BY RIVER PARKWAY TRUST FOR CAMPING EVENT.

Recommended Action: Council receives public comment & takes action.

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENTS TO THE FY 2017-2018 CITY BUDGET PER MID-YEAR REVIEW.

Recommended Action: Council receives public comment & takes action.

5. **RESOLUTION NO. 18-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS.**

Recommended Action: Council receives public comment & approves Res. No. 18-06.

6. **RESOLUTION NO. 18-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND ADOPTING AN INJURY AND ILLNESS PREVENTION PROGRAM.**

Recommended Action: Council receives public comment & approves Res. No. 18-07.

7. **RESOLUTION NO. 18-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AB1012 A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE FEDERAL SURFACE TRANSPORTATION ACT FOR THE FOLLOWING PROJECTS; 8TH ST PEDESTRIAN REHABILITATION.**

Recommended Action: Council receives public comment & approves Res. No. 18-08.

8. **RESOLUTION NO. 18-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT WITH CONSULTANT FOR THE PROVISION OF PLANNING SERVICES.**

Recommended Action: Council receives public comment & approves Res. No. 18-09.

9. **RESOLUTION NO. 18-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS SPECIAL COUNSEL RELATED TO MARIJUANA REGULATION AND ENFORCEMENT.**

Recommended Action: Council receives public comment & approves Res. No. 18-10.

10. **RESOLUTION NO. 18-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING FOR FRESNO COUNTY REGIONAL PAVEMENT MANAGEMENT SYSTEM.**

Recommended Action: Council receives public comment & approves Res. No. 18-11.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, February 2, 2018 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 17/01-17

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622

Date/Time: January 17, 2017/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Perez at 6:00 p.m.

ROLL CALL PRESENT: Mayor Felipe Perez
Mayor Pro Tem Marcia Sablan
Council Member Freddy Valdez
Council Member Brady Jenkins

ABSENT: Council Member Elsa Lopez

OTHERS: City Attorney Meggin Boranian; City Manager/Acting Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza, Fire Chief, John Borboa & others.

PLEDGE OF ALLEGIANCE Council Member Sablan led pledge of Allegiance.

PUBLIC COMMENT None

PRESENTATION PROCLAMATION – City of Firebaugh School Choice Week

Motion to approve by Council Member Jenkins, second by Council Member Sablan; motion pass by unanimous 4-0 vote.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on January 8, 2018.

Motion to approve minutes by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 4-0 vote.

2. WARRANT REGISTER – Period starting December 1, and ending on December 31, 2017.

December 2017	General Warrants	#35992 - #36168	\$ 707,563.31
	Payroll Warrants	#69013 - #69115	\$ 214,374.04
TOTAL			\$ 921,937.35

Motion to accept warrants by Council Member Sablan, second by Council Member Valdez; motion pass by unanimous 4-0 vote.

PUBLIC HEARING

3. ORDINANCE NO. 18-01 - AN ORDINANCE OF THE CITY OF FIREBAUGH ADDING SECTION 1.7 TO CHAPTER 1 OF THE FIREBAUGH MUNICIPAL CODE RELATED TO AUTHORIZING THE CITY TO ALLOW THE USE OF CREDIT CARDS TO PAY CITY FEES – SECOND READING.

Public Hearing Opened at 6:14 pm - No Comment - Public Hearing Closed at 6:15 pm.

Motion to approve & accept Ord. No. 18-01 by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 4-0 vote.

NEW BUSINESS

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS THE MID-YEAR BUDGET FOR FY 2017-2018.

Finance Director Martin, reported most of the funds are within the 50% range of budget or lower (Lighting Landscaping Maintenance District, Sewer, Water, Sewer, Law Enforcement and Solid Waste). However, some of the concerns are the Senior Center fund which is higher than estimated so staff will research the reasoning for that. The Community Center had a shortage of funding in last year budget and is showing the same pattern for this year's budget, the calendar is full as far as rental activity, so not sure if it's just expenses (which is about 80%) or something else. The salary is correct for this fund, will look in to the expenses. City Manager Gallegos stated when waivers are approved there are still operational costs for the events that are held and the city is not covering its cost. Police Department is over in salaries because of the overtime for Dispatchers, the city needs more part-time dispatchers. Police Department has spent 50% of the public safety cost but Fire still has 50% of their funding available to them. Special events fund is highly over in salaries (Christmas Parade & Round-up) but donations have helped offset other costs, so the fund is still has a surplus. Water fund is 10% lower than estimated revenue budgeted but we are still at 40% of the budgeted fund. Airport fund received \$20,000 and repaired lights. Streets revenue is only at 21% but city is still waiting for funding from the State, which will hopefully help. City still has a few grants closing and applying for additional funding, not included in this budget is impact funds. Staff wishes to place additional lighting at Maldonado Park. Police Department did some repairs to their current building and spent all of that budget and went over.

Informational Item Only.

Motion to enter Successor Agency at 6:38 p.m. by Council Member Jenkins, second by Council Member Valdez; motion pass by unanimous 4-0 vote.

SUCCESSOR AGENCY MATTERS

5. RESOLUTION NO. 18-03 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL YEAR 2018-19.

Motion to approve Res. No. 18-03 by SA Member Valdez, second by SA Member Jenkins; motion pass by unanimous 4-0 vote.

6. RESOLUTION NO. 18-04 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2018 THROUGH JUNE 30, 2019 AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2018 THROUGH JUNE 30, 2019.

Motion to approve Res. No. 18-04 by SA Member Valdez, second by SA Member Jenkins; motion pass by unanimous 4-0 vote.

Motion to enter open session at 6:45 p.m. by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 4-0 vote.

STAFF REPORTS

- Police Chief, Sal Raygoza – It's been quite, preparing year-end reports an analysis will be provided a future meeting. All Officers and Reserved Officers are fully staffed, no open positions available, but we do need dispatchers. Currently there is 3 full-time and 1 full-time in training. Met with Bertha Felix at West Hills College to consider offering classes for dispatchers and water/sewer trainee certifications or advertising city job openings.

- **Fire Chief, John Borboa** – Fire season has not ended, working on year end reports to provide at a future meeting. Received an update about the Fire truck in the shop at Fresno, there is minor repairs not major repairs needed, but still seeking to purchase a replacement fire truck.
- **Finance Director, Pio Martin** – received a draft of the audit but staff still has some questions, we're waiting for a reply from the auditor so we can have him make a presentation. A little nervous about the credit card service, it may slow down the payment processing because of extra steps. An amendment will be needed for lighting cost.
- **City Attorney Meggin Boranian** – Terre Verde contract is terminated as of January 1, 2018 because of the transfer of ownership, which city is not agreeing to. League of Cities posted training events for 2018.
- **City Manager, Ben Gallegos** – HUD Tank buckled, we were aware of that possibility, just didn't know when. It takes about one year to receive funding, but we are not sure the HUD tank will hold, so city may need to use emergency funding. An application was submitted a few months ago but we have not received notification of award.
- **Council Member Valdez** – Would like to attend Legislative Day April 18th, and Annual Conference in September.
- **Council Member Perez** – request a regular meeting with the City Manager once a month on the 3rd Friday at 1:00.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter closed session at 7:17 p.m. by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 4-0 vote.

CLOSED SESSION

7. **REAL ESTATE NEGOTIATION – Pursuant to Government Code Section #54956.8.**

Re: APN # 008-074-01

Designative Rep. City Negotiator Ben Gallegos

8. **REAL ESTATE NEGOTIATION – Pursuant to Government Code Section #54956.8.**

Re: APN # 008-074-02

Designative Rep. City Negotiator Ben Gallegos

9. **REAL ESTATE NEGOTIATION – Pursuant to Government Code Section #54956.8.**

Re: APN # 008-074-03

Designative Rep. City Negotiator Ben Gallegos

ANNOUNCEMENT AFTER CLOSED SESSION: None

ADJOURNMENT *Motion to enter open session and adjourn by Council Member Valdez, second by Council Member Jenkins; motion passes by unanimous 4-0 vote at 7:53 p.m.*

AGENDA ITEM

TO: SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY

SUBJECT: 2014 BOND CONTINUING DISCLOSURE CONSULTING SERVICES

DATE: FEBRUARY 5, 2018

BACKGROUND

The Successor Agency to the Firebaugh Redevelopment Agency's 2014 Tax Allocation Bonds, Series A and B (Taxable) (the "2014 Bonds") are an enforceable obligation on the Recognized Obligation Payment Schedule ("ROPS"). As of the preparation of the FY 2018-19 ROPS, there is an outstanding balance of \$8,481,933 remaining on the 2014 Bonds. The 2014 Bonds require that continuing disclosure be performed on an annual basis and will be repaid in full by December 1, 2035.

A. M. Peché & Associates LLC has performed continuing disclosure services for the Successor Agency since the 2014 Bonds were issued and has been the City's financial advisor since 2003 when the former Redevelopment Agency was considering the 2005 tax allocation bond issuance. The services provided A. M. Peché & Associates LLC will consist of serving in the capacity of Disclosure Advisor for the Continuing Disclosure Program for the 2014 Bonds. The 2014 Bonds require annual reports with information listed under Section 3 "Provision of Annual Reports" of the Continuing Disclosure Agreement signed by the Successor Agency as part of the closing documents for these bonds on May 30, 2014.

RECOMMENDATIONS

1. Approve the attached Proposal for Consulting Services from A. M. Peché & Associates LLC relating to Successor Agency 2014 Continuing Disclosure matters.

FISCAL IMPACT

A new contract for these services is a proposed fee of \$2,250.00 for each year plus approved costs and expenses for consulting services in FY 2018-19. The fee stated in the proposal is included on and less than what was submitted on the FY 2018-19 ROPS.

Enclosures

1. Consulting Services Proposal from RSG dated February 5, 2018.

RESOLUTION NO. 18-05

**A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH
REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH A. M. PECHÉ &
ASSOCIATES LLC TO PROVIDE CONSULTING SERVICES TO
THE SUCCESSOR AGENCY IN FISCAL YEAR 2018-19**

WHEREAS, the Oversight Board of the Successor Agency to the Firebaugh Redevelopment Agency ("Oversight Board") has been established to direct the Successor Agency to the Firebaugh Redevelopment Agency ("Successor Agency") to take certain actions to wind down the affairs of the Redevelopment Agency in accordance with the California Health and Safety Code; and

WHEREAS, the Successor Agency desires to enter into a contract with A. M. Peché & Associates LLC ("Peché") to provide consulting services related to the continuing disclosure requirements for the Successor Agency to the Firebaugh Redevelopment Agency's 2014 Tax Allocation Bonds, Series A and B (Taxable) (the "2014 Bonds") through Fiscal Year 2018-19 as detailed in the proposal attached as Exhibit "A" ("Peché Contract"); and

WHEREAS, the 2014 Bonds require annual reports with information listed under Section 3 "Provision of Annual Reports" of the Continuing Disclosure Agreement signed by the Successor Agency as part of the closing documents for these bonds on May 30, 2014; and

WHEREAS, the Peché Contract is to be funded by through the FY 2018-19 Recognized Obligation Payment Schedule; and

WHEREAS, Health & Safety Code Section 34177.3(b) states that successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency, including acquiring necessary professional administrative services; and

WHEREAS, the Successor Agency desires to approve the Peché Contract.

**NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE FIREBAUGH
REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Peché Contract is hereby approved.

SECTION 2. The Successor Agency hereby authorizes the City Manager to take such other and further action consistent with this resolution and sign and transmit any documents, as necessary, in order to implement this Resolution on behalf of the Successor Agency.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 5th day of February, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

APPROVED:

ATTEST:

CHAIRPERSON

RITA LOZANO, DEPUTY CITY CLERK

APPROVED AS TO FORM:

JENELL VAN BINDSBERGEN, SUCCESSOR AGENCY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FIREBAUGH)

I, RITA LOZANO, hereby certify that I am the duly appointed City Clerk of the City of Firebaugh and that the foregoing resolution was duly adopted at a regular meeting of the Successor Agency held on the 5th day of February, 2018.

Rita Lozano
Deputy City Clerk

EXHIBIT "A"

PECHÉ PROPOSAL FOR FY 2018-19 CONSULTING SERVICES

[Attached as a separate document]

CONSULTING SERVICES AGREEMENT

This **CONSULTING SERVICES AGREEMENT** (the "Agreement") is made and entered into as of the 5th day of February, 2018 ("Effective Date"), by and between the **Successor Agency to the Firebaugh Redevelopment Agency** (the "Successor Agency") and **A. M. Peché & Associates LLC** ("Consultant").

Upon the following terms and conditions of this Agreement, the Successor Agency desires to retain Consultant to perform the following:

1. PROFESSIONAL SERVICES.

Consultant will provide services under the terms and conditions of this Agreement. The services will consist of serving in the capacity of Disclosure Advisor for the Continuing Disclosure Program for the: Successor Agency to the Firebaugh Redevelopment Agency's 2014 Tax Allocation Bonds, Series A and B (Taxable) (the "2014 Bonds"). The 2014 Bonds require annual reports with information listed under Section 3 "Provision of Annual Reports" of the Continuing Disclosure Agreement signed by the Successor Agency as part of the closing documents for these bonds on May 30, 2014. The Consultant has prepared Disclosure Reports for prior fiscal years under a previous fee agreement that was signed by the Firebaugh Redevelopment Agency on June 26, 2014. This Agreement will replace the prior agreement and commence with the 2016-17 Disclosure Report. Services by the Consultant will commence on the Effective Date and will terminate as provided for in Section 4 of this Agreement.

2. INVOICING AND PAYMENT.

As sole compensation for the performance of the services, the Successor Agency will pay Consultant a fee of \$2,250.00 for each year plus approved costs and expenses. Expenses will include meals and travel costs for travel to the Successor Agency reimbursed at the current IRS mileage reimbursement rate. Telephone, phone, fax and miscellaneous expenses will be billed at a flat fee of \$75 per year. Consultant will invoice the Successor Agency on an annual basis. The Successor Agency will pay each such invoice no later than thirty (30) days after its receipt. Consultant will receive no royalty or other remuneration for the production or distribution of any products developed by the Successor Agency or by Consultant in connection with or based upon the services. Consultant will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, insurance or other similar benefits that the Successor Agency makes or may make available to the Successor Agency's employees.

3. OWNERSHIP OF WORK PRODUCT.

Consultant agrees that any and all ideas, designs, drawings, notes, computer programs, algorithms, documents, information, materials, improvements and inventions made, conceived, developed, created or first reduced to practice in the performance of the services under this Agreement shall be the sole and exclusive property of the Successor Agency (the "Work Product"). Consultant further agrees that the Successor Agency is, and shall be, vested with all

right, title and interest in the Work Product. The provisions of this Section 3 shall survive the termination of this Agreement for any reason.

4. TERM.

The term of this Agreement shall be through the completion of the 2018-19 Report. Either party may terminate this Agreement upon 14-days notice to the other party for any reason or no reason. In the event the Successor Agency terminates this Agreement, Consultant shall cease all work immediately after receiving notice from the Successor Agency unless otherwise advised by the Successor Agency and shall invoice the Successor Agency of all time, costs and expenses incurred up to such termination date. The timing of such invoice and payment shall be made without regard to the annual scheduling set forth in Section 2 of this agreement. If neither party terminates this Agreement, this Agreement shall continue in effect until time mutually agreed upon by the parties.

5. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor and is not an agent or employee of the Successor Agency. Consultant has no authority to bind the Successor Agency by contract or otherwise. Consultant will perform the professional services under the general direction of the Successor Agency Finance Director or his designee, subject to the requirement that Consultant shall at all times comply with applicable law.

6. WARRANTY.

Parties recognize the fact that the services require specialized skills and experience on the part of the Consultant. Consultant warrants that the services hereunder will be of a professional quality conforming to generally accepted industry standards and practices and that Consultant shall maintain all required licenses and certification necessary for performance of the services under this contract.

Successor Agency has read the Continuing Disclosure Agreement for the 2014 Bonds. Successor Agency warrants that it will provide Consultant with accurate information that can be relied upon to complete the Disclosure Reports. In addition to any of the information expressly required to be provided under the Continuing Disclosure Certificate for the 2014 Bonds, the Successor Agency shall provide such further information, if any, as may be necessary to make the specifically required information, in the light of the circumstances under which they are made, not misleading. This is the industry standard for continuing disclosure.

The Successor Agency acknowledges that the Consultant will not independently verify any of the data or information provided to the Consultant, nor will the Consultant conduct a detailed investigation of the affairs of the Successor Agency or Redevelopment Agency to determine the accuracy or completeness of the information gathered in the preparation of the Disclosure Report.

7. NON-MUNICIPAL ADVISOR

In providing Disclosure preparation, Consultant is not serving in the role of a Municipal Advisor, or provide services as a Municipal Advisor, unless engaged by the Successor Agency or the City of Firebaugh in a separate agreement in that role.

8. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws.

9. NOTICE.

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

(a) **City of Firebaugh and Successor Agency of the Firebaugh Redevelopment Agency:** Finance Director, 1133 "P" Street, Firebaugh, CA 93622.

(b) **Consultant:** Albert M. Peché, Manager, A. M. Peché & Associates LLC, 1025 Morton Street, Alameda CA 94501-3904

11. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. ASSIGNMENT.

Peché & Associates LLC may assign this Agreement to a successor firm without the necessity of obtaining the consent of the Successor Agency. Peché & Associates LLC agrees to give notice of assignment to Successor Agency and upon receipt of such notice Successor Agency agrees to make all payments to the assignee designed in the assignment.

13. WAIVER.

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

14. EQUITABLE REMEDIES.

Because the services are personal and unique and because Consultant will have access to the Successor Agency's confidential information, the Successor Agency will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the Successor Agency may have for a breach of this Agreement.

15. ENTIRE AGREEMENT.

This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, whether written or oral, with respect to the subject matter described herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of Consultant's invoices shall be superseded by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the **CONSULTING SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

**SUCCESSOR AGENCY OF THE
FIREBAUGH REDEVELOPMENT AGENCY**

CONSULTANT

Pio Martin
Finance Director
Successor Agency of the
Firebaugh Redevelopment Agency

Albert M. Peché
Manager
A. M. Peché & Associates LLC



**San Joaquin River
Parkway and
Conservation Trust, Inc.**

January 26, 2018

The Honorable Brady Jenkins
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Dear Mayor Jenkins,

**BOARD OF
DIRECTORS**

Bart Bohn
President

Anna Wattenbarger
Vice President

Janice Bissonnette
Treasurer

Julia O'Kane
Secretary

Coke Hallowell
Chairman of the Board

Susan Anderson
Candy Barnes
Karin Chao-Bushoven
Ryan Commons
Debbie Doerksen
Greg Estep
George Folsom
William Golden
Thomas Harmon
Wilma Hashimoto
Tom Holyoke
Ron Manfredi
Elise Moir
Edward B. Morgan
Carol Ann Moses
Lyn Peters
Susan Ryan
Marcia Sablan, M.D.
Frances Squire
Betty Wang-Garcia

Dowling Aaron Inc.
Christopher A. Brown
General Counsel

Sharon Weaver
Executive Director

I am writing on behalf of the San Joaquin River Parkway and Conservation Trust's River Camp Firebaugh program. For 6 years we have had the privilege of offering this program to the children of Firebaugh, Mendota, and surrounding areas, and we would be thrilled to continue it once again in 2018.

River Camp is designed to provide children with the opportunity to reconnect to the natural world. At camp we provide a fun and safe environment for kids to be physically active, imaginative, and curious about nature. In 2017 we expanded camp to offer five 1-week sessions. While we had to be flexible on account of the ever changing flows of the river, we finished the camp season successfully and provided memorable outdoor experience for approximately 250 children. In 2018 we have plans to update our outreach and marketing strategies to increase this number to 350+ campers in first through eighth grades.

In 2018, we would like to once again request use of the Andrew Firebaugh Community Center and Park with rental fees waived for this program. Our proposed schedule is as follows:

July 5: River Camp Firebaugh Staff Training & Camp Set Up

July 9-13: River Camp Firebaugh Week 1

July 16-20: River Camp Firebaugh Week 2

July 23-27: River Camp Firebaugh Week 3

July 30- August 3: River Camp Firebaugh Week 4

August 6-10: River Camp Firebaugh Week 5 (*depending on interest/demand)

Over the past few years, we have been lucky enough to work closely with both the City of Firebaugh and the Firebaugh-Las Deltas School District to run successful programs and increase our impact on the local community. With support from FB-LD USD we hope to once again offer lunches for all program participants this year, and by increasing our outreach to Mendota Unified we hope to bring in new participants and show them the joys of spending their summer days outdoors.

Thank you for once again allowing us the opportunity to make this request. If you need any additional information, I am more than happy to provide it. I can be reached by phone at (559) 248-8480 ext. 104. We are so appreciative of the support we have received from your community, and are looking forward to making 2018 the best summer yet.

Sincerely,

Molly Schnur-Salimbene
Community Programs Director



CREATING AND PROTECTING THE SAN JOAQUIN RIVER PARKWAY

11605 Old Friant Road • Fresno, California 93730-9701 • 559.248.8480 • Fax 559.248.8474 • www.riverparkway.org



CITY OF FIREBAUGH



FRESNO COUNTY, CALIFORNIA

1133 "P" STREET
FIREBAUGH, CALIFORNIA 93622-2547
(559) 659-2043
FAX (559) 659-3412

FACILITIES RENTAL AGREEMENT A.F. COMMUNITY BUILDING

In order to pursue with your request, it is important that you read and fill out this form completely.
Failure to do so may result in a delay on your request.

NAME OF APPLICANT (nombre): <u>San Joaquin River Parkway + Conservation Trust</u>		ADDRESS (dirección): <u>11605 Old Ffran Rd. Fresno, CA 93730</u>	
HOME PHONE (teléfono):	WORK PHONE (trabajo): <u>248-8480 x 104</u>	RENTAL PURPOSE? (actividad): <u>River Camp Firebaugh</u>	
DATE OF RENTAL (fecha): <u>7/15, 7/19-13, 7/16-20, 7/23-27, 7/30-8/3, 8/6-10</u>		HOURS THAT FACILITY WILL BE RENTED? (horas de renta): From: <u>8</u> <input checked="" type="checkbox"/> am / <input type="checkbox"/> pm To: <u>4:30</u> <input type="checkbox"/> am / <input checked="" type="checkbox"/> pm	
HOW MANY PEOPLE WILL BE ATTENDING? (cantidad de gente): <u>30-60 / WK</u>		PERSON IN CHARGE, INCLUDE TELEPHONE: <u>Bryna de Fede 352-3095</u>	
WILL ALCOHOL BE SERVED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		TIMES THAT ALCOHOL WILL BE SERVED (horas de alcohol): <input checked="" type="checkbox"/> N/A	
IS AN "ABC" LICENSE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		From: <input type="checkbox"/> am / <input type="checkbox"/> pm To: <input type="checkbox"/> am / <input type="checkbox"/> pm	
NUMBER OF OFFICERS TO BE DETERMINED BY POLICE DEPARTMENT (\$32.60 PER HOUR/PER OFFICER)			

- ☐ \$800.00 Daily ☐ \$500.00 Non-Profit ☐ \$350.00 Local Non-Profit
☐ \$125.00 Hourly ☐ \$80.00 Non-Profit Hourly ☐ \$40.00 Local Non-Profit Hourly
☐ \$100.00 Chair Rentals ☐ \$100.00 Table Rentals

- a. WILL YOU USE A P.A. SYSTEM? ☐ YES ☒ NO
 b. WILL YOU HAVE MUSIC? ☐ YES ☒ NO -----> IF YES, CONTINUE TO SECTION "C"
 c. SPECIFY TYPE OF MUSIC: ☐ DISC JOCKEY (D.J.) ☐ LIVE BAND ☐ HOME STEREO OR PORTABLE STEREO

Applicant agrees and understands that the City is not an insurer and that the insurance concerning personal injury (including death,) and real or personal property loss or damage in, about or on the premises shall be obtained by the applicant. That the amounts charged by the City are not sufficient to warrant or guarantee that no loss, damage, claim or liability will occur or that increased loss, damage, claims or liability will not occur. Applicant does hereby for him/herself and all parties claiming under him/her/it release and discharge the City of Firebaugh from and against all said losses, damages, claims or liability.

1. Agreed upon Rental and deposits Fee as listed above in accordance with Regulations.
2. Due to insurance requirements. NO City Employee will be allowed to donate time to supervise Activities.
3. Staff will inspect facilities and deposits will be returned with the next scheduled Bills Payable approval (30-45 days.)
4. \$1,000,000 Insurance Required for City Facilities. The certificate of insurance must be accompanied by the additional insured and/or waiver of subrogation endorsements. The Additional Insured should read: "The City of Firebaugh, its officers, officials, employees, agents and volunteers."
5. Smoking is NOT permitted inside any City of Firebaugh building.
6. Cancellation: Renter shall notify City no later than thirty (30) days before its scheduled use of the A/F Hall, of its intent to cancel such use, except as provided herein. If RENTER fails to provide such notice, City shall retain RENTER'S fee for use of the A/F Hall. City shall return RENTER'S deposit for use of the A/F Hall in the event of cancellation. Please initial ms
7. All activities must shut down one half (1/2) hour early, as per the time listed above in hours of rental. Please initial ms

FAC01	APPLICATION PROCESSING FEE NON REFUNDABLE	\$	\$ 25.00
FAC03	CLEANING DEPOSIT - REFUNDABLE	\$	\$150.00
RMA01	INSURANCE (\$125.98)	\$	
FAC01	RENTAL FEE TABLE/CHAIRS (200.00)	\$	
FAC01	RENTAL FEE IS NON REFUNDABLE	\$	
PD002 5% / PD003	SECURITY REQUIRED _____ X \$32.60 per hour	\$	
	TOTAL DUE:	\$	
	TOTAL PAID:	\$	

APPLICANT'S SIGNATURE: [Signature]
City of Firebaugh is an equal opportunity provider and employer
Resolution No. 14-46
FRA_CommunityCenter_04.22.16

DATE: 1/26/18



TO: Mayor Felipe Perez and Council Members
FROM: Pio Martin, Finance Director
DATE: February 05, 2018
SUBJECT: Mid-Year Review FY 2017-2018 Budget Amendment

RECOMMENDATION:

The City Council review and approve.

HISTORY:

The City Council adopted fiscal year 2017-18 budget at its June 19, 2017 meeting. The approved budget totaled \$8,769,032 with \$3,353,544 for salaries and benefits and \$4,915,518 for services and supplies.

Council directed City Manager Ben Gallegos to search for professional legal services as special counsel for rendering legal services related to cannabis regulation and enforcement. Staff projects the cost for legal services will be an additional \$10,000 to the general funds attorney fees.

The Parks Department did not budget for any expenses when the original budget was proposed to Mayor and Council.

DISCUSSION:

Request to amend budget for fund 004-General Fund to pay for the additional legal services for cannabis regulation and enforcement.

Request to amend budget for fund 098-Parks and Recreation to improve the outside lighting at Maldonado Park basketball court area. Public Works Park Department is requesting for \$10,000 to make all necessary improvement to the lights.

FISCAL IMPACT:

\$10,000 increase in expense for Parks and Recreation Impact Fees line item 5002.

\$10,000 increase in expense for General Fund line item 3502.

RESOLUTION NO. 18-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING EXECUTION OF REAL PROPERTY PURCHASE
AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

WHEREAS, the City of Firebaugh owns certain real property located in Firebaugh, California commonly referred to as Fresno County Assessor's Parcel Numbers 008-074-01, 008-074-02, and 008-074-03 ("the Property");

WHEREAS, N.F. DAVIS DRIER & ELEVATOR, a California corporation, or nominee ("Buyer"), has offered to purchase the Property on the terms and conditions set forth in a proposed Purchase and Sale Agreement and Escrow Instructions, a copy of which is attached hereto ("the Agreement");

WHEREAS, the City Council desires to sell the Property to Buyer on the terms and conditions set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby approves the attached Real Property Purchase and Sale Agreement and Escrow Instructions which is incorporated herein by this reference, and authorizes the City Manager, Benjamin Gallegos, to execute the Agreement on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of February 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

**REAL PROPERTY PURCHASE
AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into this ____ day of January, 2018 (the "Effective Date"), by and between (i) CITY OF FIREBAUGH, a California municipal corporation and general law city ("Seller"), and (ii) N.F. DAVIS DRIER & ELEVATOR, a California corporation, or nominee ("Buyer"), with Chicago Title Company, Fresno, California, as escrow holder ("Escrow Holder"). Seller and Buyer are sometimes collectively referred to in this Agreement as the "Parties" or singularly as a "Party" or by their individual names.

RECITALS:

A. Seller is the beneficial owner, and as of the closing will be the legal owner, of that certain real property located in Firebaugh, California commonly referred to as Fresno County Assessor's Parcel Numbers 008-074-01, 008-074-02, and 008-074-03, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. Seller desires to sell the Real Property to Buyer, and Buyer desires to purchase the Real Property from Seller, pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Seller and Buyer hereby agree as follows:

ARTICLE I
AGREEMENT TO PURCHASE THE REAL PROPERTY

1.01 **Purchase and Sale of the Real Property.** Pursuant to the terms and subject to the conditions set forth in this Agreement, and in consideration of the payment of the Purchase Price (as defined in Section 1.03 of this Agreement), Seller shall sell fee simple title in and to the Real Property to Buyer, and Buyer shall purchase fee simple title in and to the Real Property from Seller, at the Closing (as defined in Section 6.06 of this Agreement). For purposes of this Agreement, the Real Property shall include, but not be limited to, all of Seller's interests in the following:

- a. all buildings, improvements and fixtures located on the Real Property;
- b. all easements and rights-of-way relating to or appurtenant to the Real Property;
- c. all utility lines, pipes and systems located on the Real Property;
- d. all rights to groundwater or rights that the Real Property may have to receive surface irrigation water from any source; and

e. all minerals, oils, gas and other hydrocarbons located on or under the Real Property (if any).

1.02 **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Real Property shall be the sum of Sixty-Five Thousand and No/100 Dollars (\$65,000.00) (the "**Purchase Price**"). The Purchase Price constitutes the total consideration payable by Buyer to Seller for the Real Property.

1.03 **Payment of Purchase Price.** The Purchase Price shall be paid by Buyer to Seller as follows:

a. The sum of Five Thousand and No/100 Dollars (\$5,000.00) shall be deposited with Escrow Holder within three (3) business days of the mutual execution of this Agreement (the "**Deposit**"). The entire Deposit shall be refundable to Buyer until the expiration of the Inspection Period (as defined below in Section 2.03 of this Agreement). After the expiration of the Inspection Period, the Deposit shall be non-refundable for any reason except (i) the failure of any of the conditions precedent set forth in Section 5.02 of this Agreement, or (ii) Seller's material breach of any other obligation hereunder that remains uncured by Seller for a period of ten (10) days after receiving written notice of such breach. If Escrow closes, then Escrow Holder shall apply the Deposit against the Purchase Price.

b. Prior to the Closing, Buyer shall deposit with Escrow Holder the sum of Sixty Thousand and No/100 Dollars (\$60,000.00) (the "**Cash Balance**").

1.04 **LIQUIDATED DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN THE EVENT THAT THE ESCROW FAILS TO CLOSE DUE TO A MATERIAL BREACH OF OR DEFAULT BY BUYER WHICH REMAINS UNCURED FOR FIVE (5) BUSINESS DAYS AFTER NOTICE OF THE SAME IS GIVEN TO BUYER IN WRITING, OR, IF THE MATERIAL BREACH IS OF A NATURE THAT IT CANNOT BE REASONABLY CURED WITHIN FIVE (5) BUSINESS DAYS, AND BUYER HAS DILIGENTLY COMMENCED SUCH CURE WITHIN SAID FIVE (5) BUSINESS DAY PERIOD, BUYER SHALL HAVE SUCH ADDITIONAL TIME AS IS NECESSARY TO CURE THE BREACH BUT IN NO EVENT MORE THAN A TOTAL OF THIRTY (30) DAYS, THEN SELLER SHALL RETAIN THE AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER AT LAW OR OTHERWISE. THE AMOUNT OF SELLER'S ACTUAL DAMAGES IN THE EVENT OF BUYER'S BREACH OR DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT SET FORTH ABOVE AS LIQUIDATED DAMAGES HAS BEEN AGREED UPON BY SELLER AND BUYER AFTER SPECIFIC NEGOTIATION. THE PARTIES AGREE THAT THE AMOUNT SET FORTH ABOVE REPRESENTS A REASONABLE ESTIMATE OF THE ACTUAL DAMAGES WHICH SELLERS WOULD INCUR IN THE CASE OF SUCH BREACH OR DEFAULT BY BUYER. BY INITIALING THE SPACES WHICH FOLLOW, SELLER AND BUYER SPECIFICALLY AND EXPRESSLY AGREE TO ABIDE BY THE TERMS**

AND PROVISIONS OF THIS SECTION CONCERNING LIQUIDATED DAMAGES IN THE EVENT OF AN UNCURED DEFAULT BY BUYER.

Seller's Initials

Buyer's Initials

ARTICLE II
PHYSICAL CONDITION OF THE REAL PROPERTY

2.01 **Possession.** Seller hereby agrees and acknowledges that Buyer will have the right to immediately possess the Real Property following the Close of Escrow.

2.02 **Physical Condition of the Property.** EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY IN AN "AS IS" PHYSICAL CONDITION, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO THE SUITABILITY OR PHYSICAL CONDITION OF THE REAL PROPERTY, OR ANY PORTION THEREOF, OR WITH REGARD TO THE PHYSICAL CONDITION OF ANY FIXTURES OR OTHER IMPROVEMENTS LOCATED THEREON.

2.03 **Inspection of the Real Property.** At any time prior to the Close of Escrow, Seller shall provide Buyer, and Buyer's agents, employees, and representatives (collectively "**Buyer's Agents**"), with reasonable access to the Real Property, and each portion thereof, to allow Buyer or Buyer's Agents, or both, to investigate, inspect, and to conduct such tests upon the Real Property, and each portion thereof, as Buyer deems necessary or advisable ("**Buyer's Inspections**"). Buyer and Buyer's Agents shall complete the Buyer's Inspections prior to the Close of Escrow. In the event Buyer, in Buyer's sole and absolute discretion, objects to any aspect of the condition of the Real Property at any time within Sixty (60) days of the Effective Date (the "**Inspection Period**"), Buyer, upon written notice to Seller, shall be entitled to an immediate refund of the entire amount of the Deposit and this Agreement shall terminate. In the event that Buyer does not provide such written notice, it shall be deemed the Buyer has approved the Real Property and Buyer shall have waived its right to terminate this Agreement and the Deposit shall become non-refundable.

2.04 **Buyer's Indemnification of Seller.** Buyer shall indemnify, defend, and hold Seller, and Seller's agents, successors, and assigns, and each of them, and the Real Property, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing the Buyer's Inspections.

ARTICLE III
CONDITION OF TITLE TO THE REAL PROPERTY

3.01 **Condition of Title to Real Property.** Seller agrees to convey fee simple title in and to the Real Property to Buyer. Title shall be conveyed by Seller to Buyer by grant deed, subject to the items enumerated in this Section 3.01. Buyer shall accept title to the Real Property subject to the following exceptions (the "**Permitted Exceptions**"):

- a. The lien for current real property taxes, if any, not yet due;
- b. The lien for supplemental taxes and assessments resulting from the change in ownership created by the sale of the Real Property to Buyer;
- c. Easements and rights-of-way for public roads, public utilities, underground pipelines that are of record or apparent; and
- d. All other exceptions to title reflected on a preliminary report (the "Preliminary Report"), except as provided in Section 3.02 of this Agreement.

3.02 **Preliminary Report.**

- a. **Title Review.** Seller shall cause Escrow Holder to deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report, provided such objections are made to Seller in writing within fifteen (15) calendar days of the later of (i) the Effective Date, or (ii) the date that Buyer is provided with a copy of the Preliminary Report. If Buyer fails to notify Seller, in writing, of any objections to title by such date, Buyer shall be deemed to have accepted title to the Real Property subject to all of the exceptions to title reflected in the Preliminary Report; provided, under no circumstances shall Buyer be deemed to have agreed to except tile to the Real Property subject to any monetary liens or encumbrances all such liens shall be satisfied by Seller as a condition of the Closing.
- b. **Removal of Exceptions.** If Buyer timely objects to any exception to title set forth in the Preliminary Report, Seller may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Real Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Real Property subject to such exception. If necessary to insure around the exception, Seller may choose a new title company reasonably satisfactory to Buyer.

3.03 **Title Insurance.** At the Close of Escrow and as a condition to Buyer's obligation to purchase the Real Property, the Escrow Holder shall commit to issue, and to deliver to Buyer, the Escrow Holder's standard coverage CLTA Owner's Policy of Title Insurance insuring title to the Real Property in Buyer in the condition set forth in Section 3.01 above and with liability in the amount of the Purchase Price (the "Title Policy").

ARTICLE IV **COVENANTS, WARRANTIES, AND REPRESENTATIONS**

4.01 **Covenants, Warranties, and Representations of Seller.** Seller hereby makes the following covenants, representations, and warranties in connection with the Real Property and acknowledge that Buyer's execution of this Agreement has been made, and Buyer's purchase of the Real Property will be made, in material reliance by Buyer on such covenants, representations, and warranties:

a. **Free and Clear Owner With Authority To Sell.** Seller will be as of the Closing the owner of the Real Property and will have full authority to sell, convey, and transfer the Real Property as provided in this Agreement and to carry out Seller's obligations under this Agreement.

b. **No Violation.** Seller's execution of this Agreement and performance of Seller's obligations under this Agreement will not violate any agreement, option, covenant, condition, obligation or undertaking of Seller, nor will such execution violate any law, ordinance, statute, order or regulation.

c. **Eminent Domain.** Seller has no actual notice of any pending or threatened proceeding in eminent domain or otherwise that would affect the Real Property or any portions thereof, nor does Seller know of any facts that may give rise to such actions or proceedings.

d. **Liens.** Seller has no knowledge of any liens or encumbrances on or claims to or covenants, conditions and restrictions, easements, rights of way or other matters affecting the Real Property, except as would be indicated in the official records of Fresno County, California, as set forth in the Preliminary Report, or would be obvious from a physical inspection of the Real Property.

e. **Litigation.** Seller has no knowledge of any actions, suits, claims, legal proceedings or other matters pending or threatened against Seller before any court or governmental entity of or relating to the Real Property.

f. **Works of Improvement.** At the Closing there shall be no outstanding contracts made by Seller for any improvements to the Real Property that have not been fully paid for and that Seller shall cause to be discharged all mechanics' and materialmen's liens arising from any labor or materials furnished prior to the Closing which involve the Real Property.

g. **Performance.** Seller shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Seller is required to perform, comply with or satisfy under this Agreement.

h. **Hazardous Substances.** To the best of Seller's knowledge, the Real Property is free from Hazardous Substances (as defined below) and is not in violation of any Environmental Laws (as defined below). To Seller's actual knowledge, there are no buried or partially buried storage tanks on the Real Property. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Real Property are or have been in violation of any Environmental Law, or informing Seller that the Real Property is subject to investigation or inquiry regarding Hazardous Substances on the Real Property or the potential violation of any Environmental Law. There is no monitoring program required by the Environmental Protection Agency (EPA) or any similar state agency concerning the Real Property. During Seller's ownership of the Real Property and to Seller's actual knowledge, no toxic or hazardous chemicals, waste, or substance have been disposed of or stored under the Real Property in underground tanks or otherwise. Seller has disclosed to

Buyer all information, records, and studies maintained by Seller in connection with the Real Property concerning Hazardous Substances.

As used in this Agreement, “Environmental Laws” means all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Real Property), occupational or environmental conditions on, under, or about the Real Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 *et seq.*]; the Clean Water Act also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 *et seq.*]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 *et seq.*]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 *et seq.*]; the Insecticide, Fungicide and Rodenticide Act [7 USCS §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 *et seq.*]; the Clean Air Act [42 USCS §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 USCS §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 USCS §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 USCS §§ 655, 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [H & S C §§ 25300 *et seq.*]; the California Hazardous Waste Control Act [H & S C §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 *et seq.*], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations related to Hazardous Substances on, under, or about the Real Property), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

As used in this Agreement, “Hazardous Substances” includes, without limitation:

(a) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

i. **Existing Leases.** As of the Closing, the Real Property will not be subject to any existing leases of any kind. If requested by Buyer, Seller shall provide Buyer with satisfactory written evidence that all other tenancies (if any) on the Real Property have been terminated as of the Closing.

4.02 **Covenants, Warranties, and Representations of Buyer.** Buyer hereby makes the following covenants, representations, and warranties and acknowledges that Seller's execution of this Agreement has been made, and Seller's sale of the Real Property will be made, in material reliance by Seller on such covenants, representations, and warranties:

a. **Authority to Buy.** Buyer has the authority to enter into this Agreement, to purchase the Real Property, to pay the Purchase Price, and to carry out the terms of this Agreement as set forth in this Agreement.

b. **No Violation.** Neither Buyer's execution of this Agreement nor any provision contained herein does, nor at the Close of Escrow shall, violate any covenant, agreement or contract to which Buyer is a party or which affects the Real Property.

c. **Performance.** Buyer shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.

ARTICLE V

CONDITIONS PRECEDENT

5.01 **Conditions Precedent to Seller's Obligation to Perform.** Seller's obligation to perform as set forth in this Agreement is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- a. Buyer shall have performed each of the acts to be performed by it under this Agreement, including without limitation, depositing the Deposit, the Cash Balance, and Buyer's share of the Closing Costs (as defined in Section 6.05 below) into the Escrow by the Closing Date.
- b. Each of Buyer's representations and warranties set forth in Section 4.02 hereof shall be true at the Close of Escrow as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived (only in writing) by Seller in its sole discretion.

5.02 **Conditions Precedent to the Buyer's Obligation to Perform.** Buyer's obligation to perform as set forth in this Agreement is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- a. Seller shall have performed every act to be performed by it under this Agreement, including without limitation, depositing into the Escrow a grant deed conveying the Real Property to Buyer (the "Grant Deed").
- b. Each of the representations and warranties of Seller contained in Section 4.01 or elsewhere in this Agreement shall be true at the Close of Escrow as if affirmatively made at that time.
- c. The Escrow Holder shall be committed to issue the Title Policy as set forth in Section 3.03 hereof in the condition set forth in Section 3.01 above.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived by Buyer (only in writing) in Buyer's sole discretion.

5.03 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth above in this Article V are not fulfilled or waived on or before the Closing Date (as the Closing Date may be extended pursuant to the terms of this Agreement), this Agreement shall terminate and all rights and obligations hereunder of each Party shall be at an end except with respect to those obligations relating to the return or disbursement of the Deposit. Seller or Buyer may elect, at any time or times prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in this Article, as applicable. Notwithstanding the foregoing, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions. However, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty or covenant made by either Party to this Agreement.

ARTICLE VI **ESCROW**

6.01 **Establishment of Escrow.** The Parties shall establish an escrow for purposes of consummating the purchase and sale of the Real Property pursuant to this Agreement with the Escrow Holder at its Fresno, California office (the "Escrow"). Prior to the Close of Escrow, a copy of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction, subject to the provisions of the Escrow Holder's standard escrow instructions and conditions for acceptance of the Escrow, but only to the extent that such standard escrow instructions and conditions impose no additional obligations or liabilities on the Parties, and further subject to the terms and conditions set forth in this Agreement. In the case of conflict between this Agreement and such standard escrow instructions and conditions, this Agreement shall control unless otherwise agreed, in writing, by Buyer and Seller.

6.02 **Deposits into Escrow.** The Parties shall make the following deposits into the Escrow at or prior to the Close thereof:

a. **Seller's Deposits.** Seller shall deposit the following documents and instruments into the Escrow prior to the Close:

- (i) An executed and acknowledged original of the Grant Deed;
- (ii) Seller's affidavits as contemplated by Section 18662 of the California Revenue and Taxation Code (the "Withholding Affidavit");
- (iii) Seller's affidavits of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended (the "FIRPTA Affidavit"); and
- (iv) Such other documents as Escrow Holder may require.

Seller's share of the Closing Costs shall be paid from funds distributable from the Escrow to Seller.

b. **Buyer's Deposits.** Buyer shall deposit the following funds and documents into Escrow prior to the Close:

- (i) The Deposit;
- (ii) The Cash Balance;
- (iii) A Preliminary Change in Ownership Report;
- (iv) Buyer's share of the Closing Costs; and
- (v) Such other documents as Escrow Holder may require.

6.03 **Prorations.** Seller shall be responsible for any supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of California resulting from the sale of the Real Property to Buyer. The Escrow Holder shall prorate real and personal property taxes or assessments relating to Seller's interests in the Real Property, including water district charges and assessments, if any, to the extent attributable to any period prior to the Closing Date to Seller, and to Buyer for all periods thereafter.

6.04 **Title Insurance.** At the Closing, the Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 3.03 of this Agreement.

6.05 **Costs and Expenses.** Closing costs (the "Closing Costs") shall be borne by the Parties as follows:

- a. The premium for the Title Policy and documentary transfer taxes shall be paid by Seller;
 - b. Recording fees and document preparation fees shall be paid by Buyer;
- and
- c. Escrow fees and other Closing Costs shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer.

Each Party shall bear its own legal and accounting fees and costs. Buyer and Seller shall each deposit additional funds into the Escrow in an amount equal to their respective shares of the Closing Costs as determined by the Escrow Holder; provided, however, that if sufficient funds have been otherwise deposited into the Escrow, the Escrow Holder is hereby authorized to withhold Seller's share of the Closing Costs from funds that would otherwise be distributable to Seller.

6.06 **Closing Date.** Unless otherwise extended by the Parties in writing, the Close of Escrow shall occur no later than fifteen (15) days following the expiration of the Inspection Period, subject to the Escrow Holder's prior receipt of all funds and documents as required under Section 6.02, and satisfaction of all other conditions precedent to Closing, unless waived. As used herein, the terms "Close," "Closing" and "Closing Date" shall be synonymous with the term Close of Escrow.

6.07 **Inability to Close.** In the event the Escrow Holder is unable to Close the Escrow by the Closing Date, the Close of Escrow shall be subject to one automatic extension of up to fifteen (15) calendar days. In the event Escrow Holder is unable to Close the Escrow by the expiration of this additional fifteen-day period, and the Closing Date is not otherwise extended by the Parties, the Escrow shall terminate. In the event of such termination, subject to the requirements of Section 1.04, the Escrow Holder shall return to each Party any money or documents deposited by each such Party, respectively, and terminate the Escrow; provided, however, that any cancellation charges imposed by the Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, divided equally between Buyer and Seller.

6.08 **Procedure for Closing.** The Escrow Holder shall Close the Escrow by doing the following:

- a. Pay from funds deposited by Seller or otherwise distributable to Seller, all claims, demands and liens necessary to place title to the Real Property in the condition set forth in Section 3.01; provided that Escrow Holder has obtained Seller's written approval of each such payment;
- b. In accordance with Section 6.05 hereof, pay Seller's share of the Closing Costs from funds deposited by Seller or otherwise distributable to Seller;
- c. Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;
- d. Record the Grant Deed in the Official Records of Fresno County, pay the documentary transfer tax and any recording fees from the funds deposited into Escrow, and return the recorded Grant Deed to Buyer with a conformed copy to Seller;
- e. Deliver a copy of Buyer's and Seller's respective closing statements for this Escrow to the respective Parties;
- f. Deliver a copy of the FIRPTA Affidavit and the Withholding Affidavit to Buyer;
- g. Deliver to Seller the Deposit and the Cash Balance, less payments and other charges that are chargeable to Seller as authorized hereunder;
- i. Deliver any remaining funds held in the Escrow, which were deposited by Buyer, to Buyer; and
- j. Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.03 no later than thirty (30) days after the Closing Date.

ARTICLE VII **MISCELLANEOUS**

7.01 **Survival and Indemnity.** Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each Party pursuant to this Agreement, or any document delivered pursuant to this Agreement, shall survive the Closing, for a period of one (1) year, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, reasonable attorneys', paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant or agreement.

7.02 **Broker.** Buyer and Seller each represent and warrant to and for the benefit of the other that such Party has not caused any liability for payment of any broker's commission or finder's fee to be incurred with respect to the transaction which is the subject of this Agreement, and

both Buyer and Seller agree to indemnify and save the other Party harmless from and against any liability for such commission or fee.

7.03 **Attorneys' Fees.** In the event of any controversy, claim, or dispute between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable expenses, attorneys', paralegals', and other professionals' fees and costs.

7.04 **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 7.04. The addresses and addressees noted below are that Party's designated address and addressee for delivery or mailing of notices.

To Buyer: N.F. Davis Drier and Elevator
Attn: William C. Davis
Post Office Box 425
Firebaugh, California 93622
Facsimile: (559) 659-2275

To Seller: City of Firebaugh
Attn: Ben Gallegos, City Manager
1133 "P" Street
Firebaugh, California, 93622

Either Party may, by written notice to the other, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

7.05 **Entire Agreement.** This Agreement and items incorporated herein contain the full, complete, and exclusive statement of the agreements of the Parties with respect to the matters contained herein, and no prior or concurrent agreement, representation, or understanding pertaining to any such matter shall be effective for any purpose.

7.06 **Amendments.** No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized representatives of each of the Parties.

7.07 **Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assignees of the respective Parties.

7.08 **Assignment.** Either Buyer or Seller may assign any or all of their respective rights under this Agreement, including the right to purchase or sell the Real Property; provided, that each Party shall remain directly liable to the other Party for the performance of any provision of this Agreement.

7.09 **Governing Law; Venue.** This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California (without giving effect to its choice of law principles). The Parties further agree that exclusive venue and jurisdiction for all disputes arising under this Agreement shall be in the State and Federal Courts located in Fresno, California.

7.10 **Headings.** Headings at the beginning of each numbered Article, Section, and Subsection of this Agreement are solely for the convenience of the Parties and are not a part of this Agreement.

7.11 **Counterparts.** This Agreement may be signed by the Parties in different counterparts and the signature pages combined to create one (1) document binding on all the Parties.

7.12 **Authority.** By their signatures hereunder, the persons executing this Agreement represent that they have full power and authority to do so, and that they have full power and authority to bind the parties to the terms and conditions hereof.

7.13 **Time.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

“Buyer”

“Seller”

N.F. DAVIS DRIER AND ELEVATOR,
a California corporation

CITY OF FIREBAUGH,
a California municipal corporation
and general law city

By _____
William C. Davis, President

Benjamin Gallegos, City Manager

EXHIBIT "A"

Legal description of the Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO,
STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

[To be added by Escrow Holder]

FRESNO COUNTY ASSESSOR'S PARCEL NUMBERS: 008-074-01, 008-074-02, and 008-074-03.

RESOLUTION NO. 18-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AND ADOPTING AN INJURY AND ILLNESS PREVENTION PROGRAM**

WHEREAS, the City of Firebaugh is committed to the adoption and implementation of policies and practices that will help ensure the safety and health of its employees;

WHEREAS, in furtherance of this commitment, and in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders, City staff has drafted a written Injury and Illness Prevention Program (IIPP), a copy of which is attached;

WHEREAS, the City Council desires to adopt and implement the policies and practices as set forth in the IIPP;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does hereby approve and adopt the attached Injury and Illness Prevention Program and does hereby designate the City Manager as the IIPP Administrator with the authority and responsibility for implementing and maintaining the IIPP.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of February 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

City of Firebaugh
Injury and Illness Prevention Program
October - 2017

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Policy

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

This IIPP includes the following elements:

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

Responsibility and Authority

City Manager or there designee IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP.

Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP. Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear.

The department IIPP supplements provide department-specific information and additional direction. A copy of our IIPP is available from each manager and supervisor.

Compliance

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

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

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

The department IIPP supplements outline department-specific compliance requirements.

Communication

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. Employees can report workplace hazards anonymously by placing concern(s) in the suggestion box(s) located at any of the following locations 1575 11th Street, 1133 P Street, and 1666 11th Street.

Our communication system includes:

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

Additional details are outlined in the department IIPP supplements.

Hazard Assessment

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

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

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

Hazard Correction

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

Accident/Incident Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured employees and witnesses;
- Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- Recording the findings and actions taken.

Department-specific investigation and reporting procedures are located in the department IIPP supplements.

Training and Instruction

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

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

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

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

Record Keeping

All the following IIPP documentation is maintained for three years:

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

CITY OF FIREBAUGH IIPP Supplement

Responsibilities

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

Compliance

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

- Distribution of department policies and procedures
 - Admin and Public Works – 1133 P Street
 - Police Department – 1575 11th Street
- Communicating IIPP responsibilities with all employees
- Employee training programs
- Recognizing employees who perform safe work practices
- Disciplinary process outlined in Personal Policy Handbook.

Communication

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

- | | |
|---|--|
| <input type="checkbox"/> Department safety committee | <input type="checkbox"/> Safety newsletter, handouts |
| <input type="checkbox"/> Staff meetings every two (2) weeks | <input type="checkbox"/> Employee safety recognition |
| <input type="checkbox"/> Tailgate meetings every 90 days | <input type="checkbox"/> Safety data sheets |
| <input type="checkbox"/> Specific policies/procedures | <input type="checkbox"/> Posters and warning labels |
| <input type="checkbox"/> Department hazard assessment | |
| <input type="checkbox"/> Employee safety training | |

Employees are encouraged to report any potential health and safety hazard that may exist in the workplace to their immediate supervisor. The Hazardous/Unsafe Condition Report form (see Attachment A) is located at 1133 P Street, 1666 11th Street, and 1575 11th Street. Forms should be submitted to City Clerk.

Hazard Assessment and Correction

Periodic Workplace Inspections

Inspections are conducted at the following department facilities or workplaces:

Facilities and Workplaces	Frequency
Administration Department	90 Days
Public Works Department	30 Days
Police Department	30 Days

Department inspection forms are located at 1575 11th Street, 1133 P Street and 1666 11th Street.

Corrective Action

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

Accident Investigation

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

The Accident Report for Workers' Compensation and the Supervisor's Report of Injury form will be completed and a copy retained. The forms are located at City Hall 1133 P Street. Employee is to call Allied Managed Care (AMC) Call Connect 1-844-691-4111.

Note: Serious occupational injuries and illnesses must be reported to Cal/OSHA within eight hours after they have become known to the supervisor. This includes, but is not limited to, permanent disfigurement or hospitalization. Cal/OSHA notification will be the responsibility of Department Heads -- Police Chief, Public Works Director, Finance Director or City Manager.

Training and Instruction

Health and safety training, covering both general work practices and job-specific hazard training, is the responsibility of the supervisor and Police Chief, Public Works Director, and City Manager.

General and department specific safety training requirements are located at 1575 11th Street, 1133 P Street, and 1666 11th Street.

Record Keeping and Documentation

The following documents are located at 1575 11th Street, 1133 P Street, and 1666 11th Street and will be maintained within the **Department IIPP Records** for at least the three years.

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

Attachment A

Hazardous/Unsafe Condition Report

Person conducting inspection: _____ Date: _____

Area(s) inspected:

Were any unsafe conditions or work practices identified? ☐ Yes ☐ No

If yes, please describe:

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

MODEL MUNICIPAL EMPLOYEE SAFETY TRAINING MATRIX

	Training Frequency	Cal/OSHA Section Reference	Administration	Fire	Parks Maintenance	Police	Public Works	Recreation Community Service	Water/Waste Water
Aerial Devices	I/(3yr)	<u>3646, 3648</u>		X	X		X		X
Aerosol Transmissible Diseases	I/A	<u>5199</u>		X		X			
Aerosol Transmissible Diseases – Zoonotics (animal control)		<u>5199.1</u>			X	X			
Asbestos Awareness	I/A	<u>1529, 5208</u>		X			X		X
Battery Handling & Maintenance	I	<u>5185</u>			X		X		X
Bloodborne Pathogens	I/A	<u>5193</u>		X	X	X	X	X	X
Compressed Gas Safety	I	<u>3301, 3304</u>		X	X		X		X
Confined Space Awareness	I/U	<u>5157, 5158</u>							
Confined Space Entry	I/U	<u>5157, 5158</u>		X			X		X
Defensive Driving (staff who drive while at work)	I	<u>3203</u>	X	X	X	X	X	X	X
Electrical Safety (General Awareness)	I/U	<u>3203</u>	X	X	X	X	X	X	X
Electrical Safety (Industrial High/Low Voltage)	I	<u>2299 - 2974</u>		X	X		X		X
Emergency Action/Fire Prevention	I/U	<u>3220, 3221</u>	X	X	X	X	X	X	X
Emergency Eye Wash	I	<u>5162</u>		X	X		X		X
Equipment Operation Safety (department specific)	I/U	<u>Title 8 Index</u>	X	X	X	X	X	X	X
Ergonomics - Office	I	<u>5110</u>	X	X	X	X	X	X	X
Ergonomics – Back Safety	I	<u>5110</u>	X	X	X	X	X	X	X

Training
Frequency:

I – Initial Exposure/New Employee

A – Annual

U – Update/Change

C – Certification

MODEL MUNICIPAL EMPLOYEE SAFETY TRAINING MATRIX

	Training Frequency	Cal/OSHA Section Reference	Administration	Fire	Parks Maintenance	Police	Public Works	Recreation Community Service	Water/Waste Water
Excavation/Trenching/Shoring	I	<u>1540</u>			X		X		X
Fall Protection	I	<u>1670</u>		X	X	X	X	X	X
First Aid/CPR (designated staff)	I/C (2yr)	<u>3400</u>	X	X	X	X	X	X	X
Forklift	I/C (3yr)	<u>Article 24</u>		X	X		X		X
Hazard Communication (General)	I/U	<u>5194</u>		X	X	X	X	X	X
Hazardous Waste/HAZWOPER (Designated employees)	A	<u>5192</u>		X	X		X		
Hearing Conservation	I/A	<u>5095</u>		X	X		X		X
Heat Illness Prevention	A-Spring	<u>3395</u>		X	X	X	X	X	X
Heavy Equipment Operations	I/U	<u>1590 - 1596</u>		X	X		X		X
Injury & Illness Prevention Program	I/U	<u>3203</u>	X	X	X	X	X	X	X
Ladder Safety	I	<u>3276</u>	X	X	X	X	X	X	X
Lead Awareness	I/A	<u>5216</u>		X	X		X		X
Lockout/Tag Out	I/U	<u>3314</u>		X	X	X	X		X
Machine Shop Safety	I	<u>3940</u>		X	X		X		X
New Employee Safety Orientation/Specific Job Hazards	I	<u>3203</u>	X	X	X	X	X	X	X
Outdoor Hazards (plants, animals, insects)	A-Spring	<u>3203</u>		X	X		X	X	X
Personal Protective Equipment Requirements (PPE)	I/U	<u>3380, 3385</u>		X	X	X	X		X

Training
Frequency:

I – Initial Exposure/New Employee

A – Annual

U – Update/Change

C – Certification

MODEL MUNICIPAL EMPLOYEE SAFETY TRAINING MATRIX

	Training Frequency	Cal/OSHA Section Reference	Administration	Fire	Parks Maintenance	Police	Public Works	Recreation Community Service	Water/Waste Water
Pesticide Use Safety	I/U	<u>5194</u>			X				X
Respiratory Protection	I/A	<u>5144</u>		X	X	X	X		X
Rigging/Hoisting	I	<u>5006</u>		X	X		X		X
Scaffold Safety	I/U	<u>1637</u>					X		X
Standard Operating Procedures (department specific)	A	N/A		X		X	X		X
Supervisor Safety Training (designated employees)	I/U	<u>3203</u>	X	X	X	X	X	X	X
Tools – Hand & Power (department specific)	I/U	<u>Article 20</u>		X	X	X	X	X	X
Traffic Control & Flagger Training	I	<u>1599</u>			X	X	X		X
Tree Work	I	<u>3421</u>			X		X		X
Welding & Cutting Safety/Fire Watch/Hot Work	I	<u>4799, 4848</u>		X			X		X
Workplace Violence	I	<u>3203</u>	X	X	X	X	X	X	X

Training
Frequency:

I – Initial Exposure/New Employee

A – Annual

U – Update/Change

C – Certification

RESOLUTION NO. 18-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUPPORTING AB1012
A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION FUNDING
AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE
FEDERAL SURFACE TRANSPORTATION ACT FOR THE FOLLOWING PROJECTS;
8TH ST PEDESTRIAN REHABILITATION;**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Firebaugh is able to apply for and receive Federal and State funding under the Surface Transportation Block Grant Program;

WHEREAS, the City of Firebaugh desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Firebaugh that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Firebaugh must demonstrate dedicated and available local matching funds; and

NOW, THEREFORE, BE IT RESOLVED that the Firebaugh City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED, that the City of Firebaugh City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City of Firebaugh City Council.

THE FOREGOING RESOLUTION was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the February 5, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I hereby certify that the forgoing is a true copy of a resolution of the City Council of the City of Firebaugh duly adopted at a regular meeting thereof held on the 5th day of February 2018.

Rita Lozano, Deputy City Clerk
City of Firebaugh

RESOLUTION NO. 18 -09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT WITH
CONSULTANT FOR THE PROVISION OF PLANNING SERVICES**

WHEREAS, the City of Firebaugh is currently under contract with the firm of Collins & Schoettler, Planning Consultants ("Consultant") to provide planning services consistent with Government Code Section 65100;

WHEREAS, Consultant has presented the City with the attached AGREEMENT WITH CONSULTANT FOR THE PROVISION OF PLANNING SERVICES ("Agreement") which extends the provision of planning services to the City by Consultant for an additional three-year period and increases the hourly rate charged by \$5.00, to \$85.00 per hour, for the first two years, and by an additional \$5.00, to \$90.00 per hour, for the third year;

WHEREAS, the City Council believes that the attached Agreement is reasonable and that it is in the best interests of the City to continue to retain Consultant on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby approves the attached AGREEMENT WITH CONSULTANT FOR THE PROVISION OF PLANNING SERVICES which is incorporated herein by this reference, and authorizes the City Manager, Benjamin Gallegos, to execute the Agreement on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of February 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

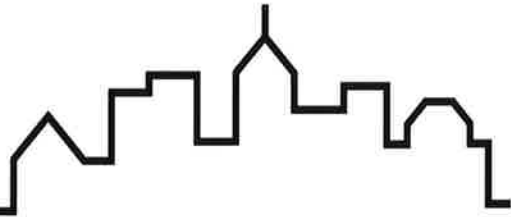
ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk



**AGREEMENT WITH CONSULTANT FOR THE
PROVISION OF PLANNING SERVICES**

THIS AGREEMENT entered into as of _____, 2018, by and between Collins & Schoettler, Planning Consultants, hereinafter called "Consultant", and the City of Firebaugh hereinafter called "City".

WITNESS:

WHEREAS, the City of Firebaugh is required to provide planning services for its citizens, consistent with Government Code Section 65100, and

WHEREAS, the City has determined that under Section 65101 of the Government Code the functions of the planning agency are to (a) develop and maintain a general plan, (b) develop and maintain a zoning ordinance, (c) prepare environmental documents for projects consistent with the California Environmental Quality Act of 1970, as amended, and (d) perform other functions as the legislative body may request, and

WHEREAS, after appropriate conference and negotiation between Consultant and City, the City desires to engage Consultant to render planning services as allowed in Government Code Section 65100, and

WHEREAS, Consultant and City have entered into an Agreement defining the responsibilities of the parties with regard to the work and costs involved in providing said planning services;

NOW, THEREFORE, BE IT AGREED as follows:

1. Employment of Consultant. The City hereby engages Consultant and Consultant hereby agrees to perform all services which are made a part of this Agreement. Such services shall include, but are not limited to, functions described in Government Code Section 65103 and technical and professional work desired by the City Manager. The City agrees to reimburse Consultant in accordance with rates set forth in Exhibit "A". It is further agreed that in all matters pertinent to planning services to the City, the Consultant shall not act in any capacity as Consultant to, representative of, or agent of any private party, nonprofit organization, or other

public agency conducting business within the City's sphere of influence or which would be in conflict with the City.

2. Meetings to be Attended. Consultant shall attend such meetings with City Staff, City Council, Planning Commission and/or other resource persons as will be necessary to complete the Consultant's obligations under this Agreement.

3. Time of Performance. This contract shall become effective on _____, 2018 continuing through _____, 2021, whereupon it may be renewed as agreed upon by the City and Consultant. The Consultant shall provide to the City planning services, including processing development applications, providing information on planning policies and regulations to the general public, preparing and processing environmental documents and other planning tasks that the Consultant and Manager agree upon.

4. Compensation. The fee payments shall be paid to the Consultant on a monthly basis. The hourly compensation rate and the hourly service levels are set forth in Exhibit "A". This compensation also includes traveling time.

5. Responsibility of the City. All information, data, records, and maps as are existing, available and necessary for carrying out the work as specified herein shall be furnished to the Consultant without charge by City. City shall be responsible for making staff assistance available to the Consultant during the course of this Agreement; shall assist the Consultant in collecting information; shall promptly review Consultant's work prior to public release or publication; shall arrange for all such meetings and study sessions as may be in judgment of the City necessary to carry out this Agreement; and shall assume full responsibility for all liaison that may be required with the City Council, Planning Commission or with other interested parties.

6. Termination. The City or Consultant may terminate this Agreement upon thirty (30) calendar days written notice.

7. Modification. No alterations or variations of terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

8. Independent Contractor. In performing the services called for pursuant to this Agreement, Consultant is an independent contractor and not an employee of the City.

9. Hold Harmless. The Consultant agrees to indemnify and defend the City and hold it, its Council, boards, commissions, officers, employees and agents free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorney's fees on account of injury to persons or damage to property arising out of or resulting from the negligence or willful misconduct of the Consultant in the performance of this Agreement.

Consultant shall carry Comprehensive General Liability Insurance of not less than \$1,000,000 limit of liability with a 30-day written Notice of Cancellation in favor of the City. The Consultant shall provide a certificate of insurance to the City upon request, naming the City of Firebaugh as additional insured.

10. Other Services. Consultant can make available other types of planning related services to the City upon written request. The fee for said services shall be negotiated.

11. Successions. This agreement shall be binding on the successions and assigns of the parties but it shall not be assigned by the Consultant without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

By _____ Date _____
City Manager

By _____ Date _____
Consultant

Exhibit "A"
Consultant Fees

Planning and Support Fees:

2018 – 2020: \$85/hour

2020-2021: \$90/hour

RESOLUTION NO. 18-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES AS SPECIAL COUNSEL RELATED TO
MARIJUANA REGULATION AND ENFORCEMENT**

WHEREAS, the City Council of the City of Firebaugh has determined that it requires specialized legal services in connection with the subject of marijuana regulation and enforcement in its jurisdiction;

WHEREAS, the law firm of Lozano Smith is known to have expertise in the area of marijuana regulation and enforcement;

WHEREAS, Lozano Smith has presented the City with a proposed legal services agreement ("the Agreement"), a copy of which is attached hereto;

WHEREAS, the City desires to retain the law firm of Lozano Smith on the terms and conditions set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby approves the attached AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS SPECIAL COUNSEL which is incorporated herein by this reference, and authorizes the City Manager, Benjamin Gallegos, to execute the Agreement on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of February 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk



**AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES
AS SPECIAL COUNSEL**

THIS AGREEMENT is made and entered into as of _____, 2018, between the CITY OF FIREBAUGH, a municipal corporation (hereinafter referred to as "Client") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney").

1. SCOPE OF WORK AND DUTIES

Client hires Attorney to render legal services related to marijuana regulation and enforcement. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and agreements, and consulting with or advising staff on legal issues that arise within their areas of operation.

All of these duties shall be performed, as directed by the Client, and Attorney will keep the Client informed as to the progress and status of all pending matters. All legal services can be authorized only by the Client. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of Client.

2. CLIENT DUTIES

Client agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. Client further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

Client shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- Client shall pay to Attorney \$185.00 per hour for attorney services. Client shall pay to Attorney \$110.00 per hour for law clerk and paralegal services.

In addition to paying legal fees, Client shall reimburse Attorney for customary and

reasonable costs and expenses incurred by Attorney in the course of providing legal services to Client. Costs will include, but are not limited to, all third party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges and filing fees.

Attorney shall render to Client a statement for fees for services and costs incurred every calendar month. Client shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

James Sanchez and David J. Wolfe are the primary attorneys providing services under this Agreement. They will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance Client approval and proper documentation, Client shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (a) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing Client; (b) that Attorney will refrain from initiating any legal action against Client (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (c) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing Client pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless Client against all claims,

demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at its sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days prior written notice to Client.

8. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect until terminated by either side. Client may discharge Attorney at any time. Attorney may withdraw from Client's representation at any time, to the extent permitted by law and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of Client to Client and assist to the fullest extent possible in the orderly transition of all pending matters to Client's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

CITY OF FIREBAUGH
Ben Gallegos
City Manager
1133 "P" Street
Firebaugh, CA 93622

LOZANO SMITH
Andy J. Garcia
Executive Director
7404 North Spalding Avenue
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective as of _____, 2018.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of Client.

12. MAKING OF AGREEMENT

No member of Attorney who is a public official has participated in his/her official capacity with Client in the discussion, negotiation, or making of this Agreement, nor has any member of Attorney advised the Client, any member thereof, or any member of Client's staff with regard to this Agreement. Client has not sought advice from any member of the Attorney firm with regard to this Agreement and understands that such advice cannot and will not be provided to Client by any member of the Attorney firm.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

CITY OF FIREBAUGH

By: _____
Ben Gallegos
City Manager

Date: _____

LOZANO SMITH

By: Karen M. Rezendes
Karen M. Rezendes
Managing Partner

Date: January 30, 2018

RESOLUTION NO. 18-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AND AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING FOR
FRESNO COUNTY REGIONAL PAVEMENT MANAGEMENT SYSTEM**

WHEREAS, various state processes require local agencies to have a pavement management system in place in order to be eligible for grants or to comply with regulations, and;

WHEREAS, there are various costs associated with implementing and maintaining a pavement management system, and;

WHEREAS, the Fresno Council of Governments (“FCOG”) has presented its member Cities of Coalinga, Fowler, Firebaugh, Huron, Kingsburg, Mendota, Orange Cove, San Joaquin and Selma with a “Memorandum of Understanding for Fresno County Regional Pavement Management System” which sets forth the respective parties’ responsibilities in the implementation and maintenance of a Regional Pavement Management System, and;

WHEREAS, the City Council believes that the attached MOU is reasonable and that it is in the best interests of the City to execute the MOU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby approves the attached “Memorandum of Understanding for Fresno County Regional Pavement Management System”, which is incorporated herein by this reference, and authorizes the City Manager, Benjamin Gallegos, to execute the MOU on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of February 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Memorandum of Understanding for Fresno County Regional Pavement Management System

This Memorandum of Understanding, entered into and effective this date of _____, 2018 between the Fresno Council of Governments, a Joint Powers agency, hereto known as FCOG, the Cities of Coalinga, Fowler, Firebaugh, Huron, Kingsburg, Mendota, Orange Cove, San Joaquin and Selma, all municipal governments, hereto collectively known as CITIES, to establish mutually agreeable commitments among the parties of this agreement regarding implementing and maintaining the Regional Pavement Management System(RPMS).

Whereas, *various state processes* require local agencies to have a pavement management system in place in order to *be eligible for grants or fulfill regulations*, and

Whereas, there *are various costs associated* with implementing and maintaining a pavement management system, and

Whereas, FCOG has reserved \$326,014 SB1 Planning grant funding to assist member agencies in offsetting the initial cost of setting up the RPMS that includes individual pavement management systems in each of the respective cities, and

Whereas, the CITIES shall be responsible for maintaining the individual pavement management system under the RPMS, once established.

Now therefore, in consideration of the forgoing, the parties do mutually agree as follows:

FCOG Responsibilities:

1. Providing funding for initial implementation of the Regional Pavement Management System
2. Hiring a consultant team to set up the StreetSaver system, conduct initial pavement condition assessment and provide training to city staff
3. First year license fee for the SteetSaver system is included in the COG funding for the system setup

CITIES' Responsibilities:

1. Renewing the StreetSaver license annually
2. Maintaining the pavement management system by paying for the update every three years

In Witness thereof, the parties have executed this agreement at Fresno, California, on the day and year first above written.

FRESNO COUNCIL OF GOVERNMENTS

TONY BOREN, Executive Director

Date

CITY OF FIREBAUGH

BEN GALLEGOS, City Manager

Date



2017

Firebaugh Police Annual Crime Report



Raygoza, Salvador (Police Chief)

Firebaugh Police Department

12/31/2017



City of Firebaugh

Police Department

Salvador Raygoza, Chief of Police

Police Chief Message

It has been almost three years since I was appointed as Chief of Police for the City of Firebaugh. It has been challenging and a rewarding experience. One thing I can say is that I am extremely proud of the accomplishments the Officers and Dispatchers have done over the last few years. It is appropriate that I commend all our staff for all their hard work.

I am happy to present Firebaugh Police Department's 2017 Annual Report. My goal in providing this report is to inform City Council and the public with our department statistics, accomplishments, PAL program information, and much more. I believe this year's annual report reflects how our approach to community policing, community involvement and the trust we developed with our citizens, has led to a reduction in crime in several categories as presented in this report. The highlights within this report represent only a fraction of the daily activity and effort put forth by all the staff in this department. I hope you find the information in this report useful and enlightening.

As we move forward into 2018, we do not know how Proposition 57, Proposition 47, and Post Release Community Supervision will affect our community and other communities throughout the state. We will continue our commitment to maintaining the City of Firebaugh as a great place to live, work, play and raise a family.

As your Police Chief, I am committed to providing the citizens of Firebaugh the best police service possible. I continue to work towards more collaboration with the community and I am interested in your ideas, comments, and concerns. Please do not hesitate to contact me.

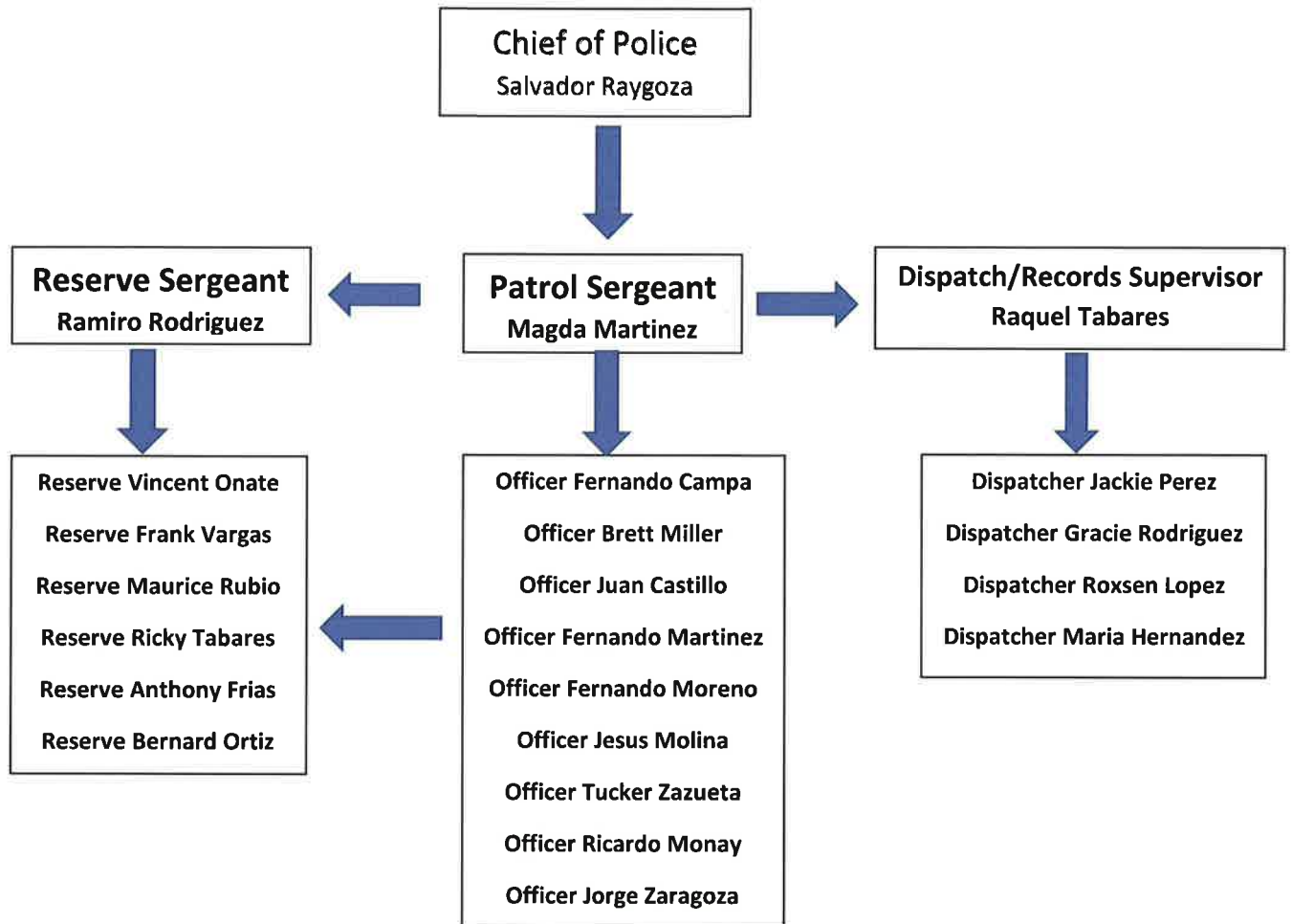
Thank you all, and especially the hard working, dedicated staff at the Firebaugh Police Department.

Respectfully,

Salvador Raygoza, Police Chief
Firebaugh Police Department



Organizational Chart



Department Overview

The Firebaugh Police Department employs 11 full-time sworn officers this includes the chief, 7 Reserve Officers and 5 civilian employees. The Firebaugh Police Department lobby is open 24 hours a day, 7 days a week, 365 days out of the year.

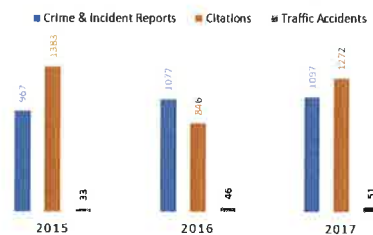
Patrol

The Patrol Division is responsible for providing complete police services to the citizens of Firebaugh. Patrol Officers responds to calls for service, conduct their own investigations, conduct traffic enforcement, investigate traffic accidents, write reports, conduct proactive enforcement and officers also participate in community events. Patrol Officers are the first line of defense in any threat to public safety. Patrol Officers work under the direction of the police chief and supervised by one patrol sergeant. Senior Officers serves as the Officer in Charge when the police chief and sergeant are not working. Our Department values independent decision making and problem-solving ideas as long they are within policy and the law.

Patrol Officers were the key to a successful 2017 year with a drop in crime in several categories. We have fostered a strong partnership with the community and strongly believe that preventing crime is a community effort.

The Firebaugh Police Department annual 2017 crime report is an attempt to provide city administration and citizens simple statistics that can be easily understood. The FBI Uniform Crime Reporting (UCR) program statistics can be difficult for the public to understand. Our goal is to turn data into information, and then turning that information into knowledge so we can address particular crime trends.

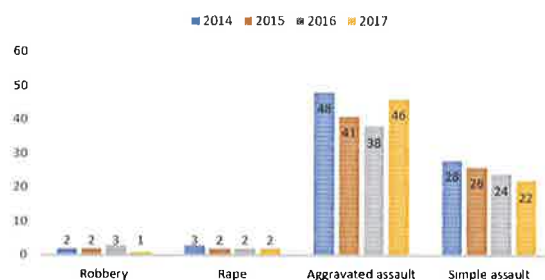
ANNUAL CRIME REPORTS & CITATIONS



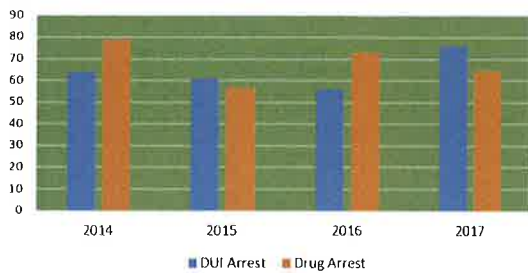
Burglary decreased by 68 percent as shown in the graph to the right. We went from 44 burglaries in 2016 to only 14 burglaries in 2017. The burglaries listed include all of the following burglary types, residential and commercial burglary. The burglary rate went down in 2017 due to the arrest and conviction of several known burglars in the city.

Crimes Against Person involve direct confrontation with victims and consist of Homicide, Rape, Robbery, Aggravated Assault, Simple Assault and Threats. We have not had a homicide in the past six years. Robbery and Rape have an average of two per year. Aggravated assault dropped in 2016, but increased in 2017 as shown on graph. Simple assault stayed about the same over the past three years. Domestic Violence stats are included on the graph because of a drop of over 50 percent in 2017.

CRIMES AGAINST PERSON



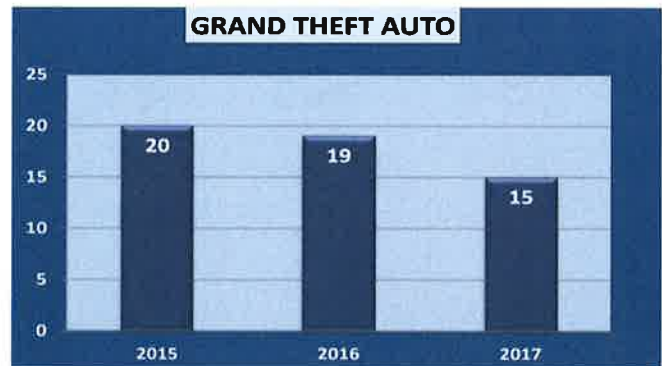
Drug and DUI Stats



During the 2017 year we had 65 drug possession arrests. Methamphetamines was found in over 80 percent of the cases. The Methamphetamine epidemic has affected the entire Central Valle. Most of the drug related arrests in Firebaugh involved methamphetamine, cocaine, and marijuana. Officer Molina and Officer Monay should be commended on the amount of drug related arrests during 2017. Officer Milina had 19 drug arrests and Officer Monay had 14 drug arrests during the year.

Driving under the influence of alcohol peaked in 2017 with a total of 76 DUI arrests. We have been averaging 60 DUI arrests per year. Patrol officers are always on the lookout for possible DUI drivers. Officer Monay was the highest arresting officer with a total of 26 DUI arrests during 2017.

Auto theft is the theft or attempted theft of a motor vehicle. The offense includes the theft of automobiles, trucks, buses, motorcycles, and snowmobiles. Over the last three years we have seen a slight decline in motor vehicle theft in Firebaugh. The decline can be attributed to officer's high visibility throughout Firebaugh and the incarceration of few known auto thieves.

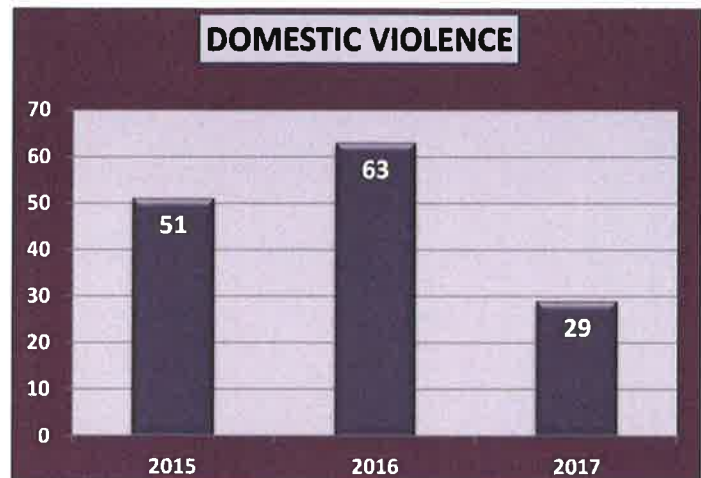


Larceny Crimes



Larceny is the illegal taking, carrying, or leading away of someone else's property. This includes such things as shoplifting, theft from vehicles, theft of auto parts, bicycle theft and all other thefts in which no force or violence occurred. Larceny is the one category that commonly has some of the highest numbers. On the graph shown below, I have included some larceny stats that are most common in Firebaugh. Fraud/Forgery is a growing crime trend with new technology.

According to the Center for Disease and the National Institute of Justice, nearly 22% of women have been victims of domestic violence at least once during some period with their partner. I have included stats in domestic violence just to show the big drop over the last two years. I have not identified the reason for the big drop, but it could be that more people are employed with the economy doing better.



Dispatch/Records

The Firebaugh Dispatch Center call volume is the highest that we see over a three-year period for officer-initiated calls. Dispatch staff processes an average of 3000 public initiated calls per year and average of 6500 officer-initiated call for year. In 2017, Dispatch processed 12,920 officer-initiated calls double of yearly average. Our dispatch staff work hard to provide the best service possible to our residents and officers out in the field.

The Firebaugh Dispatch Center currently has four full time dispatchers and one part-time dispatcher. It was a difficult year for dispatch, after losing three experience dispatchers to other agencies. We have managed to replace staff with those who had applied as office assistances and we continue to recruit for office assistance/dispatchers.



Our dispatch staff have many duties which include answering E-9-1-1 calls, business lines, dispatching calls for service, dispatching the City's Fire Department, entering calls for service in CAD (Computer Aid Dispatch) and CLETS (California Law Enforcement Telecommunications System), handling lobby traffic, processing reports and citation for the court, responding to outer agency requests, other clerical duties, and dispatching for the City of Mendota, Police Department. In addition to regular dispatch duties, our Dispatch Supervisor is responsible for scheduling, dispatch training, DA request for recordings, DOJ Stats, Last Day case filings, and also assists admin.

In 2017, we completed a significant E9-1-1 telephone system upgrade using state E9-1-1 funding. The old non-supported equipment was replaced with a new Vesta E9-1-1 Console System and upgraded the department's radio and telephone recording system.

During the beginning of 2017 we had an unexpected cost to our uninterrupted power supply generator that provides back up power to our dispatch center. The generator failed to turn on twice during a power outage and had to be started manually. It was determined after a couple of failures that a control box was causing the problem. A new control box was installed and we have not had any issues with generator.

Reserve Officer Unit

The Firebaugh Police Department Reserve Unit has a staff of seven members. The unit has a Reserve Sergeant who works under the direction of the patrol sergeant and the police chief. The Reserve Sergeant assists in various assignments in the department such as conducting backgrounds, community presentations, PAL program director, Reserve Unit scheduling and covering patrol shifts.

The reserve officers work various assignments in the department. We have two reserve officers who work as part-time code enforcement officers for the city. Reserve Officers typically work functions like event security, prisoner transport, community presentations and patrol shifts when full time officers are on vacation or sick. The Reserve Unit also plays a vital role in large events in the city such as the annual festival and Christmas Parade.

Without reserve officers, we would not be able to sustain the events throughout the year. Reserve Officers are required to volunteer a total of 16 hours per month.

Cadet Program



The Firebaugh Police Department Cadet Program is run through the police department and the Firebaugh Police Activities League (PAL). The program is open to young women and men between the ages of 14 and 20 years. The program is run by Reserve Sergeant Ramiro Rodriguez and Officer Juan Castillo. Cadets in the program learn job skills, respect, discipline, leadership skills, and communication skills.

Cadets assist police staff in community presentations and most city events. Cadets wear a uniform, they learn the

basic of police dispatch skills, learn a safety guide, before they are allowed to ride along with patrol officers. Cadets assist officers completing their paperwork and get firsthand knowledge of law enforcement skills. Most of the kids that participate in the cadet program end up working in the law enforcement field.

In 2017, California received much needed rain and snow ending a five-year drought to most of California. Firebaugh had to deal with massive water releases from the Friant Dam and Pine Flat Dam that caused fear of possible flooding and some sink holes. Officers and City staff monitored water flows and levees at different locations within the city for months. In June the chief ordered the closure of the river within the city limits for two weeks due to the fast-moving water flows and debris.

The high-water levels caused the closure of Andrew Firebaugh Historical Park and Maurice Ledford Rodeo grounds for the first seven months of 2017.

The high-water levels caused the cancellation of several events at the rodeo grounds such as the yearly demolition derby and the COPP fireworks show.

