

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.17/10-16

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: October 16, 2017/6:00 p.m.

CALL TO ORDER

ROLL CALL

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

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

PRESENTATION *PROCLAMATION – Clyde Fannon*

PUBLIC COMMENT

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 September 18, 2017.**
- 2. WARRANT REGISTER – Period starting September 1, and ending on September 30, 2017.**

September 2017	General Warrants	#35611 - #35755	\$ 544,269.71
	Payroll Warrants	#68701 - #68798	\$ 171,569.34
TOTAL			\$ 715,839.05

NEW BUSINESS

- 3. RESOLUTION NO. 17-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT NO. F019 TO AGREEMENT NO. 06-5224F15, FOR PROJECT NO. ATPL-5224(022) (TRAIL REHABILITATION AND PEDESTRIAN IMPROVEMENTS; SAN JOAQUIN RIVER FROM 9TH STREET TO RIVER LANE IN FIREBAUGH).**

Recommended Action:

City Council receives public comment & approves Res. No. 17-40.

4. **RESOLUTION NO. 17-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER AGREEMENT NO. 06-5224F15, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS.**

Recommended Action: City Council receives public comment & approves Res. No. 17-41.

5. **RESOLUTION NO. 17-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CSG CONSULTANTS, INC.**

Recommended Action: City Council receives public comment & approves Res. No. 17-42.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

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

Owner or Designative Rep. City Negotiator Ben Gallegos

APN 008-074-01, 008-074-02, 008-074-03

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, October 12, 2017 at 5:00 p.m. by Rita Lozano Deputy City Clerk.



PROCLAMATION

ACKNOWLEDGEMENT OF ACCOMPLISHMENT

CLYDE FANNON

WHEREAS, Mayor Brady Jenkins, on behalf of the City Council and staff, would like to acknowledge Mr. Clyde Fannon for his accomplishment, and dedication that spans over sixty years of service to the community and to the City of Firebaugh; and

WHEREAS, it is appropriate at this time to highlight his many achievements and extend special public recognition to him for his years of service, contributions and leadership to the City of Firebaugh; and

WHEREAS, Mr. Clyde Fannon was born in Sallisaw, Oklahoma on August 28, 1927 and was a Veteran of the United States by serving as a Marine Sergeant in World War II; and

WHEREAS, Mr. Clyde Fannon became a resident of Firebaugh in 1951, and was an example of an outstanding person and individual of always trying to make a difference to his country and this community by dedicating his services; and

WHEREAS, Mr. Clyde Fannon was a member of VFW Post 7380, American Legion Post 346 in Firebaugh and owned/operated Firebaugh TV & Appliance from 1951 to 2005; and

WHEREAS, Mr. Clyde Fannon served as a volunteer ambulance driver and attendant when Firebaugh first started its community ambulance service and saved many lives as he served as medical Technician without pay for six years, that involved over 1,200 "Code-3" emergency runs; and

WHEREAS, Mr. Clyde Fannon's community service extended to being a non-paid volunteer Fire Fighter (12 years served), Firebaugh Police Chief Commissioner, Fire Commissioner, and Street Commissioner; and

WHEREAS, Mr. Clyde Fannon while living in Firebaugh for years, served on several boards of public agencies not just in Firebaugh, but also in surrounding Counties, which included Madera County Medical Board, Fresno County Economic Opportunities Commission (EOC), Firebaugh Chamber of Commerce and Firebaugh City Council; and

WHEREAS, Mr. Clyde Fannon was first elected to serve as a Firebaugh Council Member on April 14, 1970 and served six terms through November 2008; and

WHEREAS, past Firebaugh City Council Members recognized Mr. Fannon's dedication to our City and renamed the street known as Storey Road to Clyde Fannon Road per Resolution No. 90-29 on August 27, 1990; and

THEREFORE, the City Council of the City of Firebaugh desires to honor Mr. Fannon for his service to the community and the City by acknowledging him on the Sixteenth Day of November, 2017, for his dedication to the City of Firebaugh that now spans 60 years.

Congratulations!

Brady Jenkins, Mayor of the City of Firebaugh

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh Vol. No. 17/09-18

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

Date/Time: September 18, 2017/6:00 p.m.

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

ROLL CALL

PRESENT: Mayor Brady Jenkins
Council Member Marcia Sablan
Council Member Elsa Lopez
Council Member Freddy Valdez

ABSENT: Mayor Pro Tem Felipe Perez

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

PLEDGE OF ALLEGIANCE Council Member Freddy Valdez led pledge of Allegiance.

INVOCATION Led by Mr. Bill Magnusson

PRESENTATION

Mrs. Ivette Rodriguez, Mid Valley Disposal Recycling Director, provided results on the City's 2nd Quarter recycling reports and provide information on Public Health & Wellness Program the School District participated in, and New Program "Bin There Dump That" recycling contest. Winners will receive great prizes (gift cards) to Chaffee Zoo (\$150 Value), 4-pack movie tickets (\$75 Value), Yeti with Mid Valley Disposal logo (\$48 Value), Mid Valley Disposal gift bag (\$30 Value). Also reported, was an update on mandated recycling requirements, City's current status on State of California annual report, (City has meet the required goal, the State's recommendation is below 5% and the City came in at 4.7%). Additional information: Firebaugh City Clean-up event is September 25 through 30th. State is enforcing a compose food waste program, currently targeting the school to begin the implementation of this program, but next year the focus is businesses and residents, they will dispose food waste in the green cart with grass waste.

Marijuana Presentation by Police Chief Michael Salvador from City of Coalinga gave their city facts on this matter. Council approved Commercial Medical Cannabis January 2016, the city worked for two years on how to regulate the operations and research the fiscal impact this would have. On October 9, 2015, the Governor approved SB-643 Medical Cannabis Regulation and Safety Act, which set forth standards for the licensed cultivation of medical cannabis, including, but not limited to, establishing duties relating to the environmental impact of cannabis and cannabis products. The bill would also establish state cultivator license types, as specified. In November 2016, California passed Proposition 64, which legalized recreational marijuana in the state of California. At the same time, voters voted on a number of city tax ordinances, which were designed to apply local city taxes to the cultivation, manufacturing, distribution, and sales of medical and recreational marijuana. Measure E establishes an annual tax for commercial marijuana operations of \$25 per square foot for the first 3,000 square feet and \$10 per square foot for the additional remaining space for commercial marijuana operation spaces. Measure G authorized the operations of a single marijuana dispensary. The city imposes a tax of 10% of gross receipts on this marijuana dispensary. No other marijuana dispensaries would be allowed in the City of Coalinga. Then, the City of Coalinga created a pre-application process (\$300 fee) for Commercial Marijuana Cultivation Cannabis companies wishing to establish a cannabis business within the city. If applicant were approved during the pre-application process, then would then complete and submit an application for operation (\$2,000 fee). As well as an application process, which includes a required background checks for all individuals (owners and employees \$400 fee per person) that may operate or work in such

facility. Additional application process will include a business license (\$3,000 fee) and approved Measure E "square footage tax" (est. \$345,000 fee for 30,000 sq. ft. bldg.), annual License fee of \$53,561 annually and Conditional Use Permits fees. Currently, Coalinga has issued two licenses, twenty-six approval letter, approved 100 + employee Permits, with no increase in crime. However, only one facility is in operation because the biggest issue to operate one of these businesses is power (PG&E), the infrastructure is not available, solar is not able to assist with in solving this problem and generators are not allowed due to pollution regulations. The one manufacture that is open, is taking the honey oil for vapors and edibles, because it does not require the lights and power the growth needs. Development and planning time frame takes four to six to reach Council level to decide the direction the city would like to take and approve the necessary resolutions and ordinances, eighteen to twenty-four months for application process and tax approve by the voter at an election. Background checks can take up to twelve weeks to process. City will need to hire consultants to monitor as a third party; estimated cost is half of the license fee. Police Department, has 24/7 open door police, and camera access from the police station to all operating facilities. Voters approved Medical marijuana in California in 1996 and Proposition 64 - Drug Policy Alliance in 2016, Legalizing marijuana for adults 21 and older and permitted smoking in private homes or at businesses licensed for on-site marijuana consumption and provides regulator facts on what is and what is not legal.

PUBLIC COMMENT None

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council regular meeting on August 21, 2017.**
2. **WARRANT REGISTER – Period starting August 1, and ending on August 31, 2017.**

August 2017	General Warrants	#35464 - #35610	\$ 668,001.10
	Payroll Warrants	#68542 - #68700	\$ 358,918.67
TOTAL			\$ 1,026,919.77

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

NEW BUSINESS

3. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER TOMMY PHELEN OF CEN-CAL BUILDERS REQUEST OF WAIVER/ADJUSTMENT ON FESS FOR PROPOSED NEW APARTMENT COMPLEX, LOCATED AT LANDUCCI & SAIPAN.**

Council directed the City Manager to work with applicant.

4. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW SOCIAL MEDIA INTERNET COMMUNICATIONS WITH CONSULTANT ON PROVIDED SERVICES.**

Consultant left the meeting, council tabled item with hope to reschedule this matter.

5. **SECOND WORKSHOP ON CALIFORNIA'S APPROVAL OF PROP 64 – MARIJUANA (CANNABIS) LEGALIZATION INITIATIVE, WHICH ALLOWS RECREATIONAL USE (ADULTS AGE 21 & UP), ALLOWS COMMERCIAL/RESIDENTIAL CULTIVATION AND SALES WITH STATE AND LOCAL GOVERNMENTS TO PLACE REGULATIONS BY JANUARY 1, 2017.**

Motion to approve the draft ordinance, currently banning dispensaries and present Ordinance at next meeting by Council Member Valdez, second by Council Member Sablan; motion passed by unanimous 4-0 vote.

STAFF REPORTS

- *Police Chief, Sal Raygoza* – Nothing to report.
- *Finance Director, Pio Martin* – Nothing to report.
- *Deputy City Clerk, Rita Lozano* – Nothing to report.
- *Public Works Director, Ben Gallegos* – Nothing to report.
- *City Attorney, Meggin Boranian* – Nothing to report.
- *Council Member Lopez* – Inquired on carport installation status at the Housing Authority, senior housing project.
- *Council Member Valdez* – Attending a three-day conference ICSC in Los Angeles, October 2-4, 2017.
- *Council Member Jenkins* – Requested an update on the baseball bleachers.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION:

ADJOURNMENT

Motion to adjourn by Councilmember Valdez, second by Councilmember Sablan; motion passes by unanimous 4-0 vote at 9:14 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: October 16, 2017

SUBJECT: Warrant Register Dated: September 1, 2017 – September 30, 2017

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

SEPTEMBER 01, 2017 – SEPTEMBER 30, 2017

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 35611 – #35755	<u>\$ 544,269.71</u>
PAYROLL WARRANTS.....	# 68738 – #68798	<u>\$ 171,569.34</u>

TOTAL WARRANTS..... **\$ 715,839.05**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35498	9/22/2017	PITNEY BOWES #8000-9090-	\$ (520.99)	Ck# 035498 Reversed
35611	9/5/2017	U.S. POSTMASTER	\$ 778.78	UTILITY BILLING SEPTEMBER
35612	9/8/2017	AGRI-VALLEY IRRIGATION LL	\$ 5.15	EMERGENCY SEWER REPAIR
			\$ 26.36	DUNKLE PARK-COUPPLING/PRIM
			\$ 5.34	SEWERM FARM-HOSE MENDER
			\$ 45.86	TOOL-HAND PUMP
			\$ 43.68	PARTS FOR LEAK ON 2072 CL
			\$ 28.31	COURTHOUSE PARK-VALVE BOX
			\$ 1.00	ADAPTER MALE REDUCER SCHE
			\$ 123.78	MALDONADO PARK-COUPPLING
			\$ 110.50	MALDONADO PARK-COUPPLING
			\$ 26.48	RODEO GROUNDS-ELBOW/ADAPT
			\$ 36.82	RODEO GROUNDS-NIPPLE SCHE
			\$ 19.34	939 N ST METER-PRIMER/ADA
			\$ 24.02	COURTHOUSE PARK-COUPPLING/
			\$ 23.88	COURTHOUSE PARK-COUPPLING/
		Check Total:	\$ 520.52	
35613	9/8/2017	AT&T	\$ 112.15	9391012022 ALL DEPTS INTERNET
			\$ 627.05	9391012024 TELEPHONE ALL
			\$ 499.77	PD INTERNET 9391012020
		Check Total:	\$ 1,238.97	
35614	9/8/2017	AXCES INDUSTRIAL SUPPLY	\$ 991.22	FLOAT AWAY/CITRUS FLOATING
35615	9/8/2017	JOHN BORBOA	\$ 1,666.66	FIRE OTHER SERVICES
35616	9/8/2017	BOVEE ENVIRONMENTAL MANAC	\$ 1,025.00	SENIOR CENTER-ASBESTOS
35617	9/8/2017	CALIFORNIA RURAL WATER	\$ 250.00	TWO DAY REVIEW CLASSES
35618	9/8/2017	CALIF WATER ENVIRONMENT A	\$ 180.00	CERTIFICATION APPLICATION
35619	9/8/2017	CALIFORNIA BUILDING STAND	\$ 90.00	BUILDING STANDARD ADMIN
35620	9/8/2017	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND,
35621	9/8/2017	CED-FRESNO	\$ 36.05	LAMP-LIFT STATIONS
35622	9/8/2017	CITY AUTO GLASS	\$ 60.00	DUNKLE PARK-LEVEE LIGHTS
35623	9/8/2017	COLLINS & SCHOETTLER	\$ 1,284.26	PLANNING CONSULTING JULY

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35624	9/8/2017	COOK'S COMMUNICATIONS	\$ 372.49	PD-RADIO PACKAGE/REMOTE
35625	9/8/2017	CVR & ASSOCIATES, INC.	\$ 3,326.71	BLDG & INSPEC INSPECTION
35626	9/8/2017	DEPT. OF CONSERVATION	\$ 324.09	BLDG & INSPEC 4/1/17-6/30/17
35627	9/8/2017	EWING IRRIGATION PRODUCTS	\$ 304.40	PARK-IRRITROL ELEC GLOBE/
35628	9/8/2017	FIREBAUGH AUTO REPAIR	\$ 127.00	PD UNIT #3-REPLACE BATTER
			\$ 65.00	PW#2-DOOR HANDLE COVER
		Check Total:	\$ 192.00	
35629	9/8/2017	FIREBAUGH HARDWARE COMPAN	\$ 39.98	PARKERS PARK--ADJUSTABLE
			\$ 32.38	SENIOR CENTER-PLANT
			\$ 2.14	CITY HALL-ELECT BLNK PLAT
			\$ 10.79	ELECT ENERGY BULB
		Check Total:	\$ 85.29	
35630	9/8/2017	FRESNO COUNTY TREASURER	\$ 164.04	RMS/JMS/CAD-ACCESS FEES A
35631	9/8/2017	THE FRESNO BEE	\$ 1,767.00	SENIOR CENTER ADVERTISEMENT
35632	9/8/2017	FRESNO OXYGEN	\$ 48.36	SHOP
35633	9/8/2017	FRESNO CO SHERIFF-CORONER	\$ 938.00	2017 FSO DEPUTY SKILLS TRAINING
35634	9/8/2017	BENJAMIN GALLEGOS	\$ 144.00	LEAGUE OF CITIES-MEAL PER DIEM
35635	9/8/2017	GOLDEN STATE FLOW	\$ 2,194.73	SENUM OMNI METER
			\$ 3,143.56	SENUM SRII WATER METER
		Check Total:	\$ 5,338.29	
35636	9/8/2017	GOUVEIA ENGINEERING, INC.	\$ 1,510.69	785.18 LANDUCCI 8 UNIT CO
			\$ 454.13	720.01 PLANNING GENERAL
			\$ 70.88	720.16 EPPLER TOWING
			\$ 141.75	720.17 BURGER KING
			\$ 426.56	725.01 PUBLIC WORKS
			\$ 13,068.56	740.09 III CDBG WATER MAI
			\$ 202.50	740.11 SGMA
			\$ 9,487.50	740.12 HUD TANK
			\$ 231.00	745.21C RIVERLANE/CARDELL
			\$ 194.25	745.22 TRAIL REHAB/PED
			\$ 202.13	760.04 A.C.P/CAAP
			\$ 1,375.50	785.19 SENIOR CENTER REHA
			\$ 212.63	795.12 ATP GRANT APPLICAT

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35636	9/8/2017	GOUVEIA ENGINEERING, INC.	\$ 3,735.38	795.14 SMALL COMMUNITIES
			<u>\$ 4,490.00</u>	730.07 SRF WWTP IMPROVEMENT
		Check Total:	\$ 35,803.46	
35637	9/8/2017	GRAINGER, INC.	\$ 375.88	MALDONADO PARK-FAUCET, MA
			<u>\$ 232.15</u>	MALDONADO PARK-QUARTZ MET
		Check Total:	\$ 608.03	
35638	9/8/2017	GUTHRIE PETROLEUM, INC.	\$ 1,062.29	BULK GASOLINE
			\$ 1,208.36	BULK GASOLINE
			\$ 929.29	GENERATOR AT POND 10-BULK
			\$ 1,500.49	BULK GASOLINE
			<u>\$ 1,420.82</u>	BULK GASOLINE
		Check Total:	\$ 6,121.25	
35639	9/8/2017	HARDWARE DISTRIBUTION	\$ 1,147.33	GLASS BEAD BAG/WHITE/YELLOW
35640	9/8/2017	HOME DEPOT CREDIT SERVICE	\$ 141.45	FENCE WAS DAMAGED DURING
			\$ 631.83	EMERGENCY SEWER REPAIR-EQUIP
			<u>\$ (23.13)</u>	RETURN-THERMOSTAT
		Check Total:	\$ 750.15	
35641	9/8/2017	ICE BLACKBOX INC.	\$ 256.00	PD-NEIGHBORHOOD WATCH DEC
35642	9/8/2017	BRADY JENKINS	\$ 144.00	LEAGUE OF CITIES-MEAL PER
			<u>\$ 300.00</u>	CITY COUNCIL MONTHLY SALARY
		Check Total:	\$ 444.00	
35643	9/8/2017	KRAZAN & ASSOCIATES, INC.	\$ 4,500.00	GEOTECHNICAL ENGINEERING
35644	9/8/2017	RODDY A. LAKE	\$ 300.65	POLICE HEALTH INS
35645	9/8/2017	AMALIA MARIN	\$ 150.00	A/F HALL CLEANING DEPOSIT
35646	9/8/2017	MEGGIN BORANIAN	\$ 6,000.00	MONTHLY RETAINER FOR SEPT
			<u>\$ 175.00</u>	SPECIAL SERVICES 8/17/17
		Check Total:	\$ 6,175.00	
35647	9/8/2017	MID-VALLEY DISPOSAL	\$ 63.98	1800 HELM CANAL RD
			<u>\$ 27,627.01</u>	SERVICES PERFORMED DURING
		Check Total:	\$ 27,690.99	
35648	9/8/2017	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
35649	9/8/2017	NAPA AUTO PARTS - FIREBAU	\$ 13.51	PW#29-CHROME/RAD RED
			\$ 14.31	FD-GLASS CLEANER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35649	9/8/2017	NAPA AUTO PARTS - FIREBAU	\$ 578.86	PW#6-CONVERTER
			\$ 28.57	SPARK PLUG
			\$ 66.58	PW#38-IGNITION COIL
			\$ 24.88	HYDRAULIC FILTER
			\$ 6.85	PD#8-OIL FILTER
			\$ 18.53	PW#2-RETAINER/STOPLIGHT
			\$ 17.31	PD#14-OIL/AIR FILTER
			\$ 23.51	DUSTER/GLASS CLEANER
		Check Total:	\$ 792.91	
35650	9/8/2017	NORTHSTAR CHEMICAL	\$ 2,718.62	SODIUM HYPOCHLORITE
			\$ 1,220.53	FERRIC CHLORIDE
		Check Total:	\$ 3,939.15	
35651	9/8/2017	CALIF PUBLIC EMPLOYEES RE	\$ 7,569.51	ANNUAL UNFUNDED ACCRUED
			\$ 12,442.11	ANNUAL UNFUNDED ACCRUED
			\$ 0.51	ANNUAL UNFUNDED ACCRUED
		Check Total:	\$ 20,012.13	
35652	9/8/2017	FELIPE PEREZ	\$ 300.00	MONTHLY SALARY FOR ATTEND
35653	9/8/2017	QUILL CORPORATION	\$ 89.35	SENIOR CENTER OFFICE SUPPLY
			\$ 3.23	STURDY FOLDER FILE N SAVE
		Check Total:	\$ 92.58	
35654	9/8/2017	LINDA H. RAMOS	\$ 250.00	HEALTH INSURANCE STIPEND
35655	9/8/2017	JULIA RODRIGUEZ	\$ 150.00	ENCLOSED AREA CLEANING DEP
35656	9/8/2017	RON'S AUTO REPAIR	\$ 997.09	PD-UNIT #14- LIGHT CONTRO
			\$ 110.00	PD UNIT #7-REPLACE WINDOW
			\$ 169.52	PD-UNIT #10-CHECK ENGINE
		Check Total:	\$ 1,276.61	
35657	9/8/2017	MARCIA SABLAN	\$ 150.00	MONTHLY SALARY FOR ATTEND
35658	9/8/2017	SIGNMAX	\$ 59.93	CITY OF FIREBAUGH LOGO
35659	9/8/2017	THARP'S FARM SUPPLY	\$ 62.24	PW-FLAT BASTARD/FIFTH HOE
			\$ 97.60	PD-HAND SLEDGE/STAKES
			\$ 285.60	PD-MOUNTING TAPE/FAN
			\$ 23.21	RODEO GROUNDS-EYEBOLT/SAS
			\$ 17.23	FOR SITE#1-CEMENT
			\$ 2.59	DUNKLE PARK-FLATWASHER
			\$ 3.02	PW#38-COMPRESSION SPRING

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35659	9/8/2017	THARP'S FARM SUPPLY	\$ 43.17	PD-PUSH BROOM
			\$ 185.39	MOWER-CURTIS KEYS/BLADE
			\$ 34.82	FOLDING UTILITY KNIFE
			\$ 16.23	GAS/DIESEL KEYS-CURTIS KEY
			\$ 10.26	LAWN MOWER-OIL
			\$ 4.86	PD-OFFICE KEYS
			\$ 7.18	EDGER-V BELT
			\$ 20.25	PD-RANGE PLUG FOR COMPRES
			\$ 18.12	TAPE FOR MAIN LIFT STATIO
			\$ 143.39	MOWER-BLADE WITH SLOTT
			\$ 3.46	MOWER-COTTER
			\$ 29.69	TRIMMER LINE
			\$ 2.20	COMMUNITY CTR-FLAT/LOCK
			\$ 1.09	PRESSURE WASHER-NIPPLE
			\$ 13.11	SEWER FARM-HOSE SHAN
			\$ 1.30	VALLE DE PAZ-MAL ADAPTER
			\$ 139.02	COVERALLS XL
			\$ 22.52	CLEAN STENCILS-PAINT REMO
			\$ 15.35	PAPER TOWELS/AIR FRESHNER
			\$ 39.82	BATTERY FOR SAIPAN LIFT S
			\$ 8.69	PRIMER FOR TRUCK #10
			\$ 153.84	PARTS FOR CHURCH ON 7TH S
			\$ 67.00	FLAIL MOWER-SECTION SHIN
			\$ 28.71	PARTS FOR CHURCH ON 7TH S
			\$ 24.43	SCHOOL METER-CAP SCREW
			\$ 137.64	PAINT PARKERS PARK-GLOSS
			\$ 22.42	WATER LEAK CHURCH-PARTS
			\$ 12.75	WATER LEAK AT CHURCH-CAP
			\$ 5.88	KENNEL REPAIR-WIRE
			\$ 12.09	KENNEL REPAIR-TIES
			\$ 23.31	KENNEL REPAIR TRUCK #5
			\$ 20.40	PARKERS PARK-MINERAL SPIRAL
			\$ 24.43	MILLS SCHOOL-CAP SCREW
			\$ 11.36	SCHOOL METER INSTALL-CAP
			\$ 4.86	SENIOR CTR-CURTIS KEYS
			\$ 12.53	STREETS-PAINT ROLL
			\$ 147.39	XXL COVER ALLS
			\$ 32.38	TRUCK #7-PITCHFORK
			\$ 25.87	STAINLESS BALL VALVE
			\$ 1.62	CURTIS KEYS-CITY HALL
			\$ 20.04	BATTERIES FOR RIDGID
			\$ 53.18	OFFICE KEYS-PD
			\$ 29.69	TRIMMER LINE
			\$ 7.22	MALDONADO PARK-PIPE SEALANT
			\$ 11.26	STENCILS-PAINT REMOVER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35659	9/8/2017	THARP'S FARM SUPPLY	\$ 4.95	WWTP-SIL FORM/GSK CD BLUE
		Check Total:	\$ 2,146.66	
35660	9/8/2017	THE OFFICE CITY	\$ 323.82	PD-CHAIR MESH-MID BACK
35661	9/8/2017	TWO BROTHERS CATHODIC SER	\$ 700.00	ANNUAL SERVICE ON WATER
35662	9/8/2017	U.S. BANK EQUIPMENT FINAN	\$ 893.68	RNT/LEASE EQUIP 8/20/201
35663	9/8/2017	ALFRED VALDEZ	\$ 144.00	LEAGUE OF CITIES-MEALS PER DIEM
			\$ 300.00	MONTHLY SALARY FOR ATTEND
		Check Total:	\$ 444.00	
35664	9/8/2017	TUCKER CARRILLO-ZAZUETA	\$ 250.00	HEALTH INSURANCE STIPEND,
35665	9/8/2017	RITA ESPARZA	\$ 1.31	MQ CUSTOMER REFUND FOR ES
35666	9/12/2017	ADAMS ASHBY GROUP, LLC	\$ 3,230.00	GENERAL ADMIN-15-CDBG-105
			\$ 2,000.00	LABOR COMPLIANCE-WATERLIN
		Check Total:	\$ 5,230.00	
35667	9/12/2017	AUTOZONE COMMERCIAL (1379	\$ 8.42	SHOP SUPPLIES
			\$ 13.82	PW#40-SHOP TOOL
			\$ 17.01	PW#40-SHOP TOOL
			\$ 111.15	PD#8-RADIATOR
			\$ 127.32	PW#6-DURALAST BATTERY
			\$ 34.09	PW#2-DOOR LOCK
			\$ 35.71	PW#2-DOOR LOCKS
			\$ 125.18	PW#2-DOOR LATCH
			\$ 15.95	PW#39-POWER STEERING
			\$ 26.58	PW#2-INTERIOR DOOR HANDLE
			\$ 12.67	TRUCK #1- INTERIOR DOOR H
			\$ 3.19	PW#2-WINDOW HANDLE CLIPS
			\$ 5.98	PD#6-CLEANER THROTTLE BOD
			\$ 15.47	FD-ON-OFF SWITCH
			\$ 47.36	CAT TRACTOR-REFRIGERANT
			\$ (10.00)	CAT TRACTOR-REFRIGERANT
			\$ 6.64	PD#11-RADIATOR NSTOP LEAK
			\$ 77.73	PD#10-BLOWER MOTOR
			\$ 13.97	PD#14-BASIC BULB
			\$ 147.38	PD-RADIATOR FAN
			\$ (147.38)	PD-RADIATOR FAN RETURN
		Check Total:	\$ 688.24	
35668	9/12/2017	CORELOGIC SOLUTIONS, LLC.	\$ 180.00	REALQUEST AUGUST 2017

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35669	9/12/2017	COUNCIL OF FRESNO COUNTY	\$ 330.00	ADMINISTRATION DUES/FEES
35670	9/12/2017	DEPARTMENT OF JUSTICE	\$ 226.00	FINGERPRINTS AUGUST 2017
35671	9/12/2017	G&K SERVICES, INC.	\$ 20.54	CITY HALL
			\$ 95.82	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER PLANT
			\$ 25.58	SENIOR CENTER
			\$ 20.54	CITY HALL
			\$ 96.38	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTE WATER FACILITY
			\$ 25.58	SENIOR CTR
			\$ 20.54	CITY HALL
			\$ 95.82	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
			\$ 25.58	SENIOR CENTER
			\$ 20.54	CITY HALL
			\$ 96.38	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
			\$ 25.58	SENIOR CENTER
			\$ 20.54	CITY HALL
			\$ 96.38	CITY SHOP
			\$ 20.23	COMMUNITY CTR
			\$ 12.97	WASTEWATER FACILITY
			\$ 25.58	SENIOR CENTER
			\$ 701.68	
		Check Total:	\$ 701.68	
35672	9/12/2017	HUB INTERNATIONAL	\$ 146.62	SPECIAL EVENT INSURANCE
			\$ 125.98	SPECIAL EVENT INSURANCE
			\$ 125.98	SPECIAL EVENT INSURANCE
			\$ 125.98	SPECIAL EVENT INSURANCE
			\$ 524.56	
		Check Total:	\$ 524.56	
35673	9/12/2017	BRADY JENKINS	\$ 150.00	A/F HALL CLEANING DEPOSIT
35674	9/12/2017	MANUELS TIRE SERVICE, INC	\$ 22.74	PW-TUBE
			\$ 87.54	PW#11-FORK LIFT TUBE
			\$ 40.68	MOWER-REPAIR
			\$ 1,791.60	MICHELIN TIRE/TUBE
			\$ 16.26	RADIAL PATCH
			\$ 386.35	PD-GOODYEAR TIRES
			\$ 185.89	PD#8-GOODYEAR TIRES
			\$ 373.79	PD UNIT #14-GOODYEAR TIRE
			\$ 102.38	HI RUN VALVE STEM
			\$ 16.26	RADIAL PATCH

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35674	9/12/2017	MANUELS TIRE SERVICE, INC	\$ 38.99	TIRE
		Check Total:	\$ 3,062.48	
35675	9/12/2017	PACIFIC GAS & ELECTRIC	\$ 54.32	FIRE DEPT #3228327255-0
35676	9/12/2017	PITNEY BOWES GLOBAL FINAN	\$ 396.29	RENTAL 6/30/17-9/29/17
35677	9/12/2017	QUILL CORPORATION	\$ 172.16	SOFPULL TOWEL FOR PD/TRIG
			\$ 138.16	COPY PAPER-CITY HALL & PD
			\$ 26.89	ALL DEPT-TRIGGER SPRAYERS
		Check Total:	\$ 337.21	
35678	9/12/2017	SPARKLETTS	\$ 126.00	PUBLIC WORKS/SHOP
35679	9/12/2017	STAPLES BUSINESS ADVANTAG	\$ 74.21	PD-OFFICE EQUIPMENT
35680	9/12/2017	THOMASON TRACTOR COMPANY	\$ 116.00	LAWN MOWER-FUEL PUMP
			\$ 277.89	WEED EATER-TRIMMER/MIX
			\$ (286.16)	TRIMMER/MIX
			\$ 478.43	BLOWER/OIL
			\$ 286.16	TRIMMER/MIX
			\$ (277.89)	TRIMMER/MIX RETURN
			\$ 300.05	TRIMMER/MIX
			\$ 129.75	REPLACED CARBURETOR
			\$ (129.75)	CREDIT ON CHARGE REPLACED
			\$ (300.05)	RETURN MIX/TRIMMER
			\$ 270.05	TRIMMER/MIX
			\$ 114.19	BACK HOE-CAP SCREW/WASHER
			\$ (106.13)	BACK HOE-STOP
		Check Total:	\$ 872.54	
35681	9/12/2017	VALLEY NETWORK SOLUTIONS	\$ 4,577.07	SUPPORT AND MAINTENANCE
			\$ 992.50	MONITORING FOR SEPTEMBER
			\$ 992.50	MONITORING OCTOBER 2017
		Check Total:	\$ 6,562.07	
35682	9/12/2017	VERIZON WIRELESS	\$ 720.32	ALL DEPTS CELL PHONES
35683	9/12/2017	SANTOS FORD	\$ 559.14	PD-VEHICLE REPAIR
35684	9/12/2017	ZEE MEDICAL SERVICE CO.	\$ 533.27	POLICE DEPARTMENT
35685	9/12/2017	CITY OF FIREBAUGH	\$ 87,524.12	UNITED SEC BANK-P/R A/C -

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35686	9/20/2017	FIRST BANKCARD	\$ 55.63	PD-CAFE 101 CHEIF MEETING
			\$ 23.73	PW-SIZZLER FREDDY/BEN LUNCH
			\$ 43.18	PW-DICKS DUNKLE PARK ORANGE
			\$ 101.65	FD-AMAZON DURACELL BATTERY
			\$ 16.99	FD-AMAZON DURACELL ALKALINE
			\$ 257.51	FD-AMAZON MEDICAL CASE
			\$ 70.00	PD-AVENAL LANDFILL-DOGS
			\$ 59.29	PD-AMAZON PRESSBOARD REPO
			\$ 440.00	PW-FRESNO REPROGRAPHICS
			\$ 1,110.42	PW-HOTEL.COM ICSC CONFERENCE
			\$ 131.88	PD-GO DADDY DELUXE LINUX
			\$ 16.67	PD-SETTLEMENTONE SCREENING
			\$ 118.76	PD-AMAZON DIGITAL PHOTO
			\$ 23.00	PD-AMAZON DISP. ECO EMERGENCY
			\$ 285.00	PW-ICSC PUBLIC SECTOR
		Check Total:	\$ 2,753.71	
35687	9/22/2017	14TH DISTRICT LEGIONNAIRE	\$ 195.00	NEWSPAPER ADVERTISEMENT
35688	9/22/2017	LINDA ANTUNEZ	\$ 150.00	A/F HALL CLEANING DEPOST
35689	9/22/2017	AT&T	\$ 285.37	WATER OPER TELEPHONE
35690	9/22/2017	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 300.00	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 325.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 85.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 85.00	LAB ANALYSIS
			\$ 325.50	LAB ANALYSIS
			\$ 493.76	LAB ANALYSIS
			\$ 84.42	LAB ANALYSIS
			\$ 106.28	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 84.42	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35690	9/22/2017	BSK & ASSOCIATES, INC.	\$ 106.28	LAB ANALYSIS
		Check Total:	\$ 2,631.31	
35691	9/22/2017	CED-FRESNO	\$ 48.59	PW-COMP FLOUR LAMP
35692	9/22/2017	CSJVRMA	\$ 55,056.00	2017/2018 2ND QTR DEPOSIT
35693	9/22/2017	CENTER FOR EDUCATION & EM	\$ 254.95	PD-DESKBOOK ENCYCLOPEDIA
35694	9/22/2017	CORBIN WILLITS SYSTEMS	\$ 1,020.18	ADMINISTRATION C/W SERVIC
35695	9/22/2017	CENTRAL VALLEY TOXICOLOGY	\$ 106.00	PD-DRUG SCREEN
35696	9/22/2017	DEPT. OF TRANSPORTATION	\$ 109.87	HIT AND RUN NEES/12TH ST-
35697	9/22/2017	DEPARTMENT OF JUSTICE	\$ 280.00	AUGUST 2017 BLOOD ALCOHOL
35698	9/22/2017	DISH	\$ 50.30	SENIOR CENTER CABLE
35699	9/22/2017	EPPLER TRUCK SALES	\$ 1,066.76	STREET CLEANER-REPLACED
35700	9/22/2017	ESAFETY SUPPLIES, INC.	\$ 200.85	LARGE/XL POWDER FREE GLOVES
35701	9/22/2017	FERGUSON ENTERPRISES, INC	\$ 656.61	PW-PARTS
			\$ 202.69	TRAFFIC REP KIT 5-1/4 WB6
			\$ 1,131.42	PW-REPAIR CLAMP
			\$ 531.33	PW-PARTS
		Check Total:	\$ 2,522.05	
35702	9/22/2017	FIREBAUGH AUTO REPAIR	\$ 575.72	PD UNIT#5-COOLING FAN ASS
35703	9/22/2017	BENJAMIN GALLEGOS	\$ 149.00	ICSC CONFERENCE 10/2-10/4
35704	9/22/2017	SUZANNA GAMEZ	\$ 150.00	DUNKLE PARK ENCLOSED AREA
35705	9/22/2017	G&K SERVICES, INC.	\$ 955.16	CITY HALL STAFF/COUNCIL M
35706	9/22/2017	JAMES & CO. LIGHTING	\$ 7,126.35	BOLLARD LIGHTS-6
35707	9/22/2017	JB DOOR SERVICE	\$ 455.70	SERVICE ON 4 DOORS-2 CITY
35708	9/22/2017	BRADY JENKINS	\$ 149.00	ICSC CONFERENCE 10/2-10/4
35709	9/22/2017	KTS SERVICES OF NORTHERN	\$ 1,591.49	SHORTEL-WATER TREATMENT #

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35710	9/22/2017	L.N.CURTIS & SONS	\$ 958.84	PD-BULLET PROOF VEST
35711	9/22/2017	MADERA HONDA SUZUKI	\$ 513.47	PD-UNIT #13 MOTORCYCLE
35712	9/22/2017	MISSION COMMUNICATIONS, L	\$ 4,037.40	WWTP-SERVICE PACKAGE/RENE
35713	9/22/2017	NORTHSTAR CHEMICAL	\$ 1,995.49	SODIUM HYPOCHLORITE
35714	9/22/2017	OFFICE DEPOT	\$ 31.19	WWTP-FILE FOLDERS
			\$ 36.70	WWTP-PEN
		Check Total:	\$ 67.89	
35715	9/22/2017	PIO MARTIN	\$ 765.02	LEAGUE OF CITIES FEE/HOTE
35716	9/22/2017	PITNEY BOWES #8000-9090-	\$ 1,128.03	POSTAGE REFILL 8/30 & 9/1
35717	9/22/2017	QUILL CORPORATION	\$ 276.44	CLEANING SUPPLIES ALL DEPOSIT
			\$ 60.48	CITY HALL OFFICE SUPPLIES
			\$ 8.09	NOAH WWTP DRYERASE BLK
			\$ 58.28	CITY HALL OFFICE SUPPLIES
			\$ 14.57	POSTAGE MACHINE 50FT CORD
			\$ 43.18	NOAH WWTP-MELAMINE DRY
		Check Total:	\$ 461.04	
35718	9/22/2017	RETAIL ACQUISITION & DEVE	\$ 519.79	FD-RADIO BATTERIES
35719	9/22/2017	ROLFE CONSTRUCTION COMPAN	\$ 68,780.35	HELM/15TH & Q ST PAVING
			\$ 4,972.00	ENRICO AVE PAVING
			\$ 75,919.90	INDART PAVING
		Check Total:	\$ 149,672.25	
35720	9/22/2017	RSG, INC.	\$ 492.50	2017-18 SUCCESSOR AGENCY
35721	9/22/2017	GLADIS M. SANCHEZ G.	\$ 150.00	A/F HALL CLEANING DEPOSIT
35722	9/22/2017	SIRCHIE	\$ 683.94	GRANT HOMELAND SECURITY-P
35723	9/22/2017	SPARKLETTS	\$ 89.51	CITY HALL/SENIOR CENTER
35724	9/22/2017	STAPLES BUSINESS ADVANTAG	\$ 4.08	PD-FACIAL TISSUE
			\$ 275.46	PD-LOGITECH WIRELESS/YELLOW
		Check Total:	\$ 279.54	
35725	9/22/2017	SUN'S INTERNATIONAL CORP	\$ 29.15	MALDONADO PARK-TOILET PAP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
35726	9/22/2017	TECH MASTER MANAGEMENT	\$ 40.00	PD-PEST MANAGEMENT
			\$ 150.00	CITY HALL/SENIOR CTR/COMM
		Check Total:	\$ 190.00	
35727	9/22/2017	TIFCO INDUSTRIES	\$ 535.79	PW-FUSE BLOCK TAP/ELECTRIC
35728	9/22/2017	TORO PETROLEUM CORP.	\$ 1,386.78	RED LOW SULPHUR/CARB DIES
35729	9/22/2017	USA BLUEBOOK	\$ 1,865.29	SEWER LAB ANALYSIS
35729	9/22/2017	USA BLUEBOOK	\$ 103.66	SEWER LAB ANALYSIS
			\$ 34.65	SEWER LAB ANALYSIS
		Check Total:	\$ 2,003.60	
35730	9/22/2017	ALFRED VALDEZ	\$ 149.00	ICSC CONFERENCE 10/2-10/4
35731	9/26/2017	CITY OF FIREBAUGH	\$ 84,045.22	UNITED SEC BANK-PAYROLL
35732	9/28/2017	A.ROBERTO GARZA	\$ 4,163.20	REMODELING FOR POLICE STA
35733	9/28/2017	ALERT-O-LITE, INC.	\$ 70.75	PW#15-CASTER SPRING/BEARING
			\$ 77.50	SLUMP PUMP-POWER CORD/SCREW
			\$ 387.70	DIAMOND BLADE
		Check Total:	\$ 535.95	
35734	9/28/2017	JOSE AVALOS	\$ 40.25	REFUND OF BP17-0167 NO PERMIT
35735	9/28/2017	BIG G'S AUTOMOTIVE CENTER	\$ 3.24	PW#2-CLIPS
35736	9/28/2017	CED-FRESNO	\$ 148.68	PW-HID LAMP
35737	9/28/2017	COLLINS & SCHOETTLER	\$ 1,760.00	PLANNING CONSULTING
35738	9/28/2017	FIREBAUGH AUTO REPAIR	\$ 238.00	PD#5-TOW SERVICE/REMOVE &
35739	9/28/2017	MOCON CORPORATION	\$ 50,890.00	PIPEBURST EXISTING 14" TR
35740	9/28/2017	NORTHSTAR CHEMICAL	\$ 1,611.02	FERRIC CHLORIDE
35741	9/28/2017	PACIFIC GAS & ELECTRIC	\$ 76,568.05	ALL DEPTS #7355932148-1
35742	9/28/2017	CALIF PUBLIC EMPLOYEES RE	\$ 1,400.00	FEES FOR GASB-68 REPORTS
35743	9/28/2017	QUINN COMPANY, INC.	\$ 1,319.84	PW-RAPAIR TRANSMISSION

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35744	9/28/2017	QUILL CORPORATION	\$ 103.20	CIT HALL/COMMUNITY CTR/PD
35745	9/28/2017	CLAUDIA SOLIS-ALCALA	\$ 100.00	FIREBAUGH FACEBOOK FOR MO
35746	9/28/2017	SPARKLETT'S	\$ 88.80	POLICE DEPT
35747	9/28/2017	THARP'S FARM SUPPLY	\$ 6.25	TURCK#39-REDHOT GLUE
			\$ 19.98	POINT BLADE
			\$ 5.15	RODEO PARK-NIPPLE
			\$ 3.77	SCRATCH BRUSH
			\$ 10.58	PONY SHOVEL HDL
			\$ 27.53	PUMPS-ELBOW CAMLOCK
			\$ 48.18	METERS-CAP SCREW/LOCKWASH
			\$ 13.05	COMMUNITY CTR-SCREW DRIVE
			\$ 1.90	COURTHOUSE PARK-COUPLER
			\$ 13.60	SITE#2-THR. TEE
			\$ 21.25	PUMP-PLUG/CONNECTOR
			\$ 4.86	MALDONADO PARK-CURTIS KEY
			\$ 7.26	MALDONADO PARK-CURITS KEY
			\$ 5.67	MALDONADO PARK-SILICONE S
			\$ 77.06	METERS-CAP SCREW/FLAT WAS
			\$ 8.62	SPRAY NOZZLE
			\$ 24.43	BATHROOMS-BLEACH/SIMPLE G
			\$ 7.29	FLAIL MOWER-KNIFE/BLADE
			\$ 31.73	PIN
			\$ 3.43	WATER TANK-NIPPLE
			\$ 12.59	PW#5-3 FLAT STOCK
			\$ 48.53	METERS-CAP SCREW/LOCK WAS
			\$ 38.55	CAPSREW/FLATWASHER/HEX NU
			\$ 7.01	BELT
			\$ (3.28)	PW-CAPSCREW/LOCKWASHER/HE
			\$ 34.98	PD-BLUE NITRILE GLOVES
			\$ 28.10	TRUCK#39-BLACK TIES
			\$ 18.71	COMMAND LOCK-NIPPLE
			\$ 24.13	PW 3-5 TRAILER WIRE
			\$ 10.88	DUNKLE BASEBALL- STUD ANC
			\$ 664.05	STREET LIGHTS-HIGH PRESS
			\$ 10.34	FD-NO TOUCH
			\$ 81.13	BELTS-TRUCK BELT
			\$ 4.03	LEAK 7TH ALLEY-MALE/FEM A
			\$ 13.31	WATER LEAK- COUPLER/MALE
			\$ 17.85	PD-LITE TUBE
			\$ 20.27	CURTIS KEYS

Check Total: \$ 1,372.77
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CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS SEPTEMBER 1, 2017 - SEPTEMBER 30, 2017

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
35748	9/29/2017	GRAND FLOW	\$ 105.89	BLANK LASER CHECK-GREEN
35749	9/29/2017	HUB INTERNATIONAL	\$ 125.98	SPECIAL EVENT INSURANCE
			\$ 125.98	SPECIAL EVENT INSURANCE
			\$ 125.98	SPECIAL EVENT INSURANCE
			<u>\$ 125.98</u>	SPECIAL EVENT INSURANCE
		Check Total:	\$ 503.92	
35750	9/29/2017	BRADY JENKINS	\$ 150.00	MONTHLY SALARY FOR ATTEND
35751	9/29/2017	MID-VALLEY DISPOSAL	\$ 63.98	1800 HELM CANAL RD
35752	9/29/2017	NAPA AUTO PARTS - FIREBAU	\$ 24.73	PD#10-AIR FILTER
			\$ 28.78	PW#39-OIL FILTER
			\$ 3.96	SHOP TOOL-BRUSH
			\$ 201.03	PD#5-COOLANT
			\$ 45.87	DIXON MOWER-OIL/AIR FILTE
			\$ 7.60	PW#1-OIL FILTER
			\$ 33.63	FLAIL MOWER-ALTERNATOR
			\$ 34.00	PW#35-WIRE/TUBING/POLY
			\$ 19.15	PW#6-EXHAUST GASKET
			<u>\$ 5.92</u>	SHOP TOOLS-HD DRILL BIT
		Check Total:	\$ 404.67	
35753	9/29/2017	QUILL CORPORATION	\$ 226.24	SENIOR CENTER/BUILDING DE
			<u>\$ 16.51</u>	ISABEL-OVAL PENCIL CUP ME
		Check Total:	\$ 242.75	
35754	9/29/2017	MARCIA SABLAN	\$ 150.00	MONTHLY SALARY FOR ATTEND
35755	9/29/2017	ALFRED VALDEZ	\$ 150.00	MONTHLY SALARY FOR ATTEND

RESOLUTION NO. 17 - 40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AUTHORIZING THE CITY MANAGER TO EXECUTE
A PROGRAM SUPPLEMENT AGREEMENT NO. F019 TO AGREEMENT NO. 06-5224F15,
FOR PROJECT NO. ATPL-5224(022)
(TRAIL REHABILITATION AND PEDESTRIAN IMPROVEMENTS;
SAN JOAQUIN RIVER FROM 9TH STREET TO RIVER LANE IN FIREBAUGH)**

WHEREAS, the City of Firebaugh, has received a request from the Department of Transportation to enter into a Program Supplemental Agreement No. F019 to Master Agreement No. 06-5224F15 for project No. ATPL-5224(022); and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute the Program Supplemental Agreement No. F019.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does hereby authorize the City Manager to execute said document.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 16th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 16th day of October, 2017, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____

Rita Lozano, Deputy City Clerk of the City of Firebaugh

PROGRAM SUPPLEMENT NO. F019
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5224F15

Adv Project ID Date: August 31, 2017
0617000109 Location: 06-FRE-0-FIR
Project Number: ATPL-5224(022)
E.A. Number:
Locode: 5224

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Trail Rehabilitation and Pedestrian Improvements; San Joaquin River from 9th to River

TYPE OF WORK: Pedestrian Walkway

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z301	\$25,000.00	LOCAL	OTHER
\$25,000.00			\$0.00	\$0.00

CITY OF FIREBAUGH

By

Title

Date

Attest

Ben Valley
Acting City Manager
9-18-17

STATE OF CALIFORNIA

Department of Transportation

By

Chief, Office of Project Implementation
Division of Local Assistance

Date

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer

Date

9/01/17

\$25,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

Page ____ of ____

061800000089

Local Assistance

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and

SPECIAL COVENANTS OR REMARKS

subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and

SPECIAL COVENANTS OR REMARKS

maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

RESOLUTION NO. 17 - 41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AUTHORIZING THE CITY MANAGER TO EXECUTE
MASTER AGREEMENT NO. 06-5224F15, ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS**

WHEREAS, the City of Firebaugh, has received a request from the Department of Transportation to enter into a Master Agreement No. 06-5224F15 for Federal-Aid Projects; and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute the Master Agreement No. 06-5224F15.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does hereby authorize the City Manager to execute said document.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 16th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 16th day of October, 2017, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____

Rita Lozano, Deputy City Clerk of the City of Firebaugh

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

06 City of Firebaugh

District Administering Agency

Agreement No. 06-5224F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Firebaugh, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

City of Firebaugh

By 

Acting City Manager

City of Firebaugh
Representative Name & Title
(Authorized Governing Body Representative)

Date 9-18-17

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO. 17 - 42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
FOR PROFESSIONAL SERVICES WITH CSG CONSULTANTS, INC.**

WHEREAS, the City of Firebaugh, has received an Agreement for Professional Services with CSG Consultants, Inc. for plan review, building inspection and related administrative services, which is attached and incorporated herein by this reference; and

WHEREAS, the City Council does hereby accept and agrees with the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council wishes to appoint the City Manager as the designated City representative to execute and administer said Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that it does hereby authorize the City Manager to execute and administer said Agreement.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 16th day of October, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Brady Jenkins, Mayor

Rita Lozano, Deputy City Clerk

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Firebaugh, a Municipal Corporation of the County of Fresno, State of California, at a regular meeting held on the 16th day of October, 2017, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____

Rita Lozano, Deputy City Clerk of the City of Firebaugh

AGREEMENT FOR PROFESSIONAL SERVICES

PREAMBLE

This Agreement for the performance of professional services ("Agreement") is made and entered into on this _____ day of _____, 2017 ("Effective Date"), by and between CSG Consultants, Inc., a California corporation, with its principal place of business located at 550 Pilgrim Drive., Foster City, CA 94404 ("Consultant") and the City of Firebaugh, with its principal place of business located at 1133 "P" Street, Firebaugh, California 93622 ("City"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

WHEREAS, City desires to secure professional services as described in Exhibit "A" entitled "Scope of Services and Fee Schedule"; and

WHEREAS, Consultant hereby represents that it possesses the professional qualifications and expertise to provide such services, and;

WHEREAS, the Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at its own risk and expense. Services to be provided to City include those which are more fully described in Exhibit "A", entitled "Scope of Services and Fee Schedule". All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

- A.** Consultant will begin providing the Services described herein upon receipt of an executed Agreement from City. Consultant must complete Services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.
- B.** Unless extended by mutual written agreement of Parties, or terminated earlier in accordance with this Agreement, Consultant's obligation to perform Services

shall commence as described above in paragraph 2A and shall continue in full force and effect until satisfactory completion of Services.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished under this Agreement. Consultant will endeavor to provide Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to City for the performance of Consultant and any of its employees, agents, subcontractors, or suppliers under this Agreement.

Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

4. RESPONSIBILITY OF CITY

- A.** On behalf of City, and through the authority of City Manager, or designee, shall be City's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to terms of Agreement.
- B.** On behalf of City, and through the authority of City Manager, or designee, shall be City's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Manager shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. The City Manager, or designee, may delegate authority in connection with this Agreement to designees. Consultant shall promptly comply with instructions from the City Manager and/or his/her designees.

5. PAYMENT OF COMPENSATION

- A.** In consideration for Consultant's performance of Services, City shall pay Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in the attached Exhibit "A", entitled "Scope of Services and Fee Schedule." Payments made by City under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by City, pursuant to the standard rates set forth in the Fee Schedule. Consultant may begin services prior to the effective date of this Agreement at its own risk, with the understanding that, upon City approval, City may choose to compensate Consultant for services performed prior to Council authorization,

within the limits of the City Manager's authority.

- B. Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. Payment to Consultant for Services will be made within thirty (30) days of date of Consultant invoice. Amounts unpaid 60 days after invoice date shall bear interest at the rate of 1% per month.

6. RIGHT TO TERMINATION

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and City's authorized representative after termination has been noticed under this provision ("windup services"). Consultant shall be entitled to compensation for all services rendered prior to termination, and any agreed-upon windup services.

7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST

This Agreement is a contract for professional services. City and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. NO AUTHORITY TO BIND CITY

Consultant shall not have authority, expressed or implied, to act on behalf of City as an agent, or to bind City to any obligations whatsoever, unless specifically authorized in writing by the City Manager or his/her authorized representative.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. CONSULTANT IS AN INDEPENDENT CONSULTANT

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of City. Consultant has full rights to manage its employees subject to the requirements of the law.

11. CONFIDENTIALITY OF MATERIAL

All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential. Nothing under this Agreement shall be construed to interfere with the City's performance of its obligations under the CA Public Records Act.

12. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. City shall disallow any expenses not so recorded.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

13. CORRECTION OF SERVICES

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective Services at no further cost to City, when such defects are due to the negligence, errors, or omissions of Consultant.

14. FORCE MAJEURE

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the City Manager, who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services if such delay is not

the fault of Consultant. The City Manager's determination in this respect shall be final and conclusive upon the parties to this Agreement.

15. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

16. HOLD HARMLESS/INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless City from any and all losses, damages, liabilities or costs (including reasonable defense costs recoverable under applicable law on account of negligence) resulting from third-party claims to the extent caused by Consultant's recklessness, willful misconduct, or Consultant's negligent acts, errors or omissions in the performance of Services under this Agreement or that of anyone for whom Consultant is legally responsible, except to the extent caused by City's negligence, recklessness or willful misconduct or that of anyone for whom City is legally responsible. For the purposes of this Agreement, to the extent applicable, the provisions of California Civil Code Section 2782.8 are incorporated herein by reference.

17. INSURANCE REQUIREMENTS

A. Without limiting Consultant's indemnification of City, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverage's, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):
Policy limits are subject to review, but shall in no event be less than, the following:
\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000)

each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.

4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with City all certificates for required insurance policies for City's approval as to adequacy of insurance protection.

C. ADDITIONAL INSURED ENDORSEMENT

General liability insurance shall include endorsements that:

- a. Identify the policy number;
- b. Include a statement that "the City of Firebaugh", including its officers, employees and volunteers are additional insureds";
- c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to City (30 days prior);
- d. Endorsements must be signed by the insurance company or broker, and provided to the City;
- e. Any deviations from the above insurance requirements must be approved by the City's counsel.

18. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by City and Consultant, shall be incorporated via amendments to this Agreement.

19. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have

waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

20. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT

This Agreement embodies the Agreement between City and Consultant and its terms and conditions. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto, are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

21. SEVERABILITY CLAUSE

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the Company.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, California 93622

And to Consultant addressed as follows:

Cyrus Kianpour
President
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

23. STATUTES AND LAW GOVERNING CONTRACT

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

24. WAIVER OF CONSEQUENTIAL DAMAGES

City and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of San Mateo appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of a mediator shall be borne by the Parties equally, and each Party shall bear its own costs incurred in connection with mediation, including but not limited to attorneys' fees.

26. VENUE

In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the State Courts of the County of San Mateo or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco.

27. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

Approved as to form:

“City”

City of Firebaugh

“Consultant”

CSG Consultants, Inc.
a California corporation

Ben Gallegos
Acting City Manager

Cyrus Kianpour, P.E., P.L.S.
President

Exhibit "A"
Scope of Services and Fee Schedule

CSG's services and fee schedule for proposed work is provided in the table below. CSG will coordinate the pickup and return of all plans to CSG via staff or a licensed courier service. This service is provided at no additional cost. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

Plan review based on a percentage of the City's plan check fee includes initial plan review and two subsequent reviews. Additional reviews will be charged at the appropriate hourly rate indicated below.

Personnel	Fee / Rate
Plan Review	
Complete Plan Review (Building, MEP, Energy and Green Review) by Percentage	65% of City-Collected Plan Review Fees
Expedited Plan Review by Percentage	95% of City-Collected Plan Review Fees
Structural Review (Hourly)	\$125
Non-Structural Review (Hourly)	\$85
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Inspection Services	
Residential Building Inspection	\$80*
Commercial Building Inspection	\$90*
Building Official	\$125
CASP Inspector/ Plan Reviewer	\$125
Permit Technician	\$60
Overtime (Hourly)	1.5 x Hourly Rate
Administrative Services	
Building and Plan Review Administrative Support	\$95

*4 hour minimum for building inspections. Requests must be made at least 24 hours in advance.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. Annual adjustments may be made based upon current CPI.