

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No.19/08-19

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: August 19, 2019/6:00 p.m.

CALL TO ORDER

ROLL CALL

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

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

APPROVAL OF THE AGENDA

PUBLIC COMMENT

PRESENTATION

CONSENT CALENDAR

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

1. APPROVAL OF MINUTES – The City Council Regular Meeting on August 5, 2019.
2. WARRANT REGISTER – Period starting July 1, and ending on July 31, 2019.

July 2019	General Warrants	#38431 - #38570	\$ 771,614.48
	Payroll Warrants	#71074 - #71094	\$ 217,130.69
TOTAL			\$ 988,745.17

PUBLIC HEARING

3. ORDINANCE NO. 19-05 - AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY – SECOND READING.

Recommended Action: City Council received public comments & approves Ord. 19-05.

NEW BUSINESS

4. **RESOLUTION NO. 19-48 - A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING FIRST AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH LOZANO SMITH AS CITY ATTORNEY(S) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS.**

Recommended Action: City Council received public comments & approves Res. 19-48.

5. **RESOLUTION NO. 19-49 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH ROSENOW SPEVACEK GROUP, INC. (RSG), TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY FOR COMPLIANCE REPORTING SERVICES FOR FY 2018-2019 PURSUANT TO SENATE BILL 341.**

Recommended Action: City Council received public comments & approves Res. 19-49.

6. **RESOLUTION NO. 19-50 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDING CONTRACT TO GOLDEN BAY FENCE PLUS IRON WORKS, INC. FOR THE AIRPORT FENCE AND GATE REPLACEMENT PROJECT NO.: AIP 03-06-0346-007-2019.**

Recommended Action: City Council received public comments & approves Res. 19-50.

7. **RESOLUTION NO. 19-51 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES RELATED TO THE RENOVATION OF THE COURTHOUSE TO A POLICE.**

Recommended Action: City Council received public comments & approves Res. 19-51.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, August 15, 2019 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 19/08-05

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

Date/Time: August 5, 2019/6:00 p.m.

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

ROLL CALL Mayor Marcia Sablan
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Perez

ABSENT:

OTHERS: City Attorney Jim Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Acct. Tech. Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa; City Engineer, Mario Gouveia; City Planner, Karl Schoettler; Jarrett Martin, Central California Irrigation District, Wanda Breshears & others.

PLEDGE OF ALLEGIANCE Council Member Valdez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

PUBLIC COMMENT None

PRESENTATION

Jarrett Martin of Central California Irrigation District (CCID), provided information on Sustainable Groundwater Management Act (SGMA). The SGMA established a framework for local agencies to develop a Groundwater Sustainability Agency (GSA), due by June 30, 2017, to sustainably manage groundwater through implementation of a Groundwater Sustainability Plan by. CCID is located in the Delta-Mendota Subbasin, which is a high priority and critically overdrafted basin, must be managed under a GSP by January 31, 2020. If a basin is not managed under a GSP, or the GSP is inadequate to achieve sustainability, the State Board may designate that basin as probationary and assume the management responsibility. The City of Firebaugh elected to represent themselves, and is a part of a Joint Agreement with other rural areas & CCID to operate as SGA. A water study is needed to show, how to correct any waste or loss of water. Currently, the City doesn't need to do anything right now, but if the City grows, it will need to look at how to mitigate the water loss. The Sustainable Groundwater Planning (SGWP) Grant Program provides funds for projects that develop and implement sustainable groundwater planning & projects consistent with groundwater planning requirements outlined in Division 6 of the California Water Code, commencing at \$10000, so the City will be reimbursed for cost spent. The City will need to publish/post a Public Hearing Notice, to adopt the Plan, 90 days prior to holding the Hearing. Post Agenda 72 hours in advance to the meeting. A hard copy of the GSP must be available at the meeting for review, ask & document any comments from the Public and formally adopt the GSP via resolution. Then, send a copy of any comments and the Resolution to CCID, Attn: Jarrett Martin.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES – The City Council Regular Meeting on July 15, 2019.

Motion to approve minutes by Council Member Lopez, second by Council Member Perez; motion pass by 5-0 vote.

PUBLIC HEARING

2. ORDINANCE NO. 19-04 - AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY – SECOND READING.

Open hearing time at 6:19 pm - No comment given - Closing hearing time at 6:20 pm

Motion to approve Ord. 19-04 by Council Member Lopez, second by Council Member Perez; motion pass by 5-0 vote.

3. RESOLUTION 19-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE GREYSTONE ESTATES PROJECT.

Motion to approve Res. No. 19-42 by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

4. RESOLUTION 19-43 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING GENERAL PLAN AMENDMENT 2019-02 (GREYSTONE ESTATES PROJECT).

Motion to approve Res. No. 19-43 by Council Member Lopez, second by Council Member Valdez; motion pass by 5-0 vote.

5. ORDINANCE NO. 19-05 - AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY – FIRST READING.

Open hearing time at 6:31 pm – Rod Hawkins, Engineer of Hawkins & Associates, introduced himself and informed the Council & Public, he attended to answer any questions they may have and Thanked staff for their help through this process. Mr. Steve Heir, developer introduced himself & stated he hopes to begin construction as soon as possible. Mr. Heir stated State's Energy Commission approved new energy standard that require solar panels on new homes, condos & apartments built in 2020 and afterwards. The new standards will hike construction costs by \$25,000 to \$30,000 (about half of which is directly due to solar), but the self-produced energy is estimated to save owners \$50,000 to \$60,000 in operating costs over the solar technology's expected 25-year lifespan, which is expected to offset the increase of home purchases. Council Member Lopez asked, "Who will receive the tax credits?" Mr. Heir replied, he is still researching information & asked the City has any down payment programs for new home buyers. - Closing hearing time at 6:42 pm

Motion to approve Ord. 19-05 by Council Member Lopez, second by Council Member Perez; motion pass by 5-0 vote.

6. RESOLUTION 19-44 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING TENTATIVE SUBDIVISION MAP 2019-01 - (GREYSTONE ESTATES).

Motion to approve Res. No. 19-44 by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

NEW BUSINESS

7. RESOLUTION NO. 19-45 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2019-2020.

Motion to approve Res. No. 19-45 by Council Member Lopez, second by Council Member Jenkins; motion pass by 5-0 vote.

8. **RESOLUTION NO. 19-46 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH SUBMITTING A CLAIM FOR TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS CONTINUING FROM THE 2019-2020 FISCAL YEAR, THEREBY COINCIDING WITH THE FRESNO COUNCIL OF GOVERNMENTS POLICY BOARD APPROVAL OF TDA FUNDS APPORTIONMENT & TDA CLAIMS PROCESS.**

Motion to approve Res. No. 19-46 by Council Member Valdez, second by Council Member Jenkins; motion pass by 5-0 vote.

9. **RESOLUTION NO. 19-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, CALIFORNIA, DECLARING CERTAIN CITY PROPERTY AS SURPLUS EQUIPMENT.**

Motion to approve Res. No. 19-47 by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

10. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS SALARY AND HEALTH INSURANCE FOR COUNCIL MEMBERS.**

Council Member Jenkins request a salary pay for Council Members be changed from \$150 per meeting to \$300 per month. Staff was directed to amend the resolution or ordinance.

STAFF REPORTS

- **Police Chief Sal Raygoza** – No issues at the festival, had help from other law enforcement. Will be making changes at the entrance/gate in the future to help make people feel safer. Soccer League is done, will award 1st & 2nd place teams at national night out, hotdogs will be provided. There will also be informational booths, and officers will be present to meet the public. Spoke with Ben, about the k-9 program, hope to have the program back. Going through DOJ inspections, POST inspections and other duties. Crime is low, the electric car has been used to help patrol in certain areas in town, the officers like to because it's so quiet, people can't hear the officers coming.
- **Fire Chief, John Borboa** – Festival was quiet, had 1 medical call & 1 fire call, stats were provided in the agendas.
- **Finance Director, Pio Martin** – working on year-end reports & getting ready for the audit. Waiting until Sept. 1st to provide Festival reports, pre-sale tickets were higher, but we sold until Friday this year, so Paul Maurer received more profit then the past. This year vendors & Bar seemed to sell more than usual, compared to previous Thursdays'.
- **City Engineer, Mario Gouveia** – Provided an update on the Rabe, Rev. Kantor & Diaz project, Notice to Bidders will go out for advertisement. CDBG project is in the design state, pending permits from CCID, Railroad & Caltrans., for sewer project. Other project is the 8th St., which includes M St., 7th St., Clyde Fannon, and Poso Canal to the pumps. The 8th St. replacement project from CDBG, will include sewer lines, pavement & sidewalks for possibly construction in the spring.
- **Deputy City Clerk, Rita Lozano** – Received a call and participated on a webinar about Social Media, City Social Media resources are subjected to Public Request Act, so the City needs to keep Official records of all City Social Media. The City should create a policy or procedure to be able to keep official records for all City Social Media resources.
- **City Attorney Jim Sanchez** – Our Firm Lozano Smith has a handbook to provide to use as a reference guide for liabilities.
- **City Manager, Ben Gallegos** – Contractor is paving the Senior Center parking lot, the last Contractor pulled out, so we had to get a new Contractor, project will be paid by bond proceeds. Paving is expected to be from Monday to Friday. Working with Caltrans on the Highway Beautification project. Will be attending ICSC Conference in LA, Sept. 16 – 18, 2019, there will be a Council Meeting on the 16th. Attending a K-9 luau at the San Jose Arena in Santa Clara, with two officers. Festival went well, one vendor was upset & didn't come back the last day, her sales were really low, but

it's a risk they take. One complaint received was the Zipper (ride) wasn't there. Another complaint was, last year public was searched at the gate & they didn't like it, but this year they didn't get searched and they asked why not. The Diesel Pump will be removed and replaced with an electric pump. Well No. 15's casing collapsed, they think it was defected, because it's only been replaced 10 years ago, and others casings last longer. Working with the State and Self-Help on Las Deltas project and replacing the HUD tank. Council Member Lopez, asked the City Manager, if he researched the information she sent him on Senate Bill (SB 200) on Drinking Water, to see if it can help Las Deltas Water District. Council Member Lopez reported, Gov. Gavin Newsom signed into law the Safe and Affordable Drinking Water Fund bill for Tombstone Territory, a small community in Fresno County because their private wells are contaminated. Starting next year, SB 200 will provide \$130 million annually to clean up drinking water in California communities like Tombstone that lack access to safe water. Senior Center Coordinator Janet is planning on bring exercise equipment for the seniors. Ramiro Gamino will is leaving and submitted his resignation.

- **Council Member Valdez** – Last part of July was busy, attended meeting with the California Latino Water Coalition to discuss water issues, and SIGMA, we mentioned Las Deltas Water District, to see if they can help us. Meet with Assemblyman Joaquin Arambula on some City issues. Awarded to the honor Gloria Gray, only the second woman to serve as Chairwoman on the Metropolitan Water District of Southern California in their 90-year history. Meet with the United States Department of Commerce, and learned of a program to access funds that the City is not allowed, due to the low crime rate.
- **Council Member Perez** – Fresno State wants to offer a computer Program to the community but needs a site, they will provide the program for free and pay the instructor. Mayor Sablan suggested asking the Housing Authority to provide access to their site & asked if the Senior Center is available, if needed. Finance Director Martin, stated there is no Wi-Fi available, but part of the building has internet.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter to closed session @ 7:46 pm by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

CLOSED SESSION/CLOSED SESSION ANNOUNCEMENT AFTER CLOSED SESSION:

11. Government Code Section 54957

PUBLIC EMPLOYEE EVALUATION: City Attorney.

12. CONFERENCE WITH LEGAL COUNSEL – Government Code Section 54956.9 (a) (d)

Potential litigation and Pending Litigation: One (1) Case

County of Santa Cruz et al. v. Bureau of Cannabis Control et al.
Fresno County Superior Court Case No. 19 CECG 01224

Motion to enter open session @ 8:12 pm by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

ANNOUNCEMENT

No Action Taken

ADJOURNMENT

Motion adjourn by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 5-0 vote at 8:13 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: August 19, 2019

SUBJECT: Warrant Register Dated: July 1, 2019 – July 31, 2019

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:

JULY 1, 2019 – JULY 31, 2019

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	# 38431 – #38570	\$ <u>771,614.48</u>
PAYROLL WARRANTS.....	# 71074 – #71094	\$ <u>217,130.69</u>

TOTAL WARRANTS..... \$ **988,745.17**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38431	7/1/2019	CITY OF FIREBAUGH	\$ 40,496.80	ME CHECK JUNE 2019
38432	7/2/2019	CITY OF FIREBAUGH	\$ 89,189.62	PAYROLL ENDING 6/28/2019
38433	7/3/2019	ALERT-O-LITE, INC.	\$ 3,563.16	RAMMER HONDA ENGINE
38434	7/3/2019	SYNCB/AMAZON	\$ 248.16	PD-BATTERIES FOR GUNS
			\$ 229.38	PD-MICROSOFT WINDOW PRO
		Check Total:	\$ 477.54	
38435	7/3/2019	AT&T	\$ 278.97	ALL DEPTS TELEPHONE
38436	7/3/2019	AXCES INDUSTRIAL SUPPLY	\$ 660.81	FLOAT AWAY/CITRUS FLOATING
38437	7/3/2019	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND
38438	7/3/2019	COOK'S COMMUNICATIONS	\$ 857.32	POLICE DEPT-KENWOOD RADIO
38439	7/3/2019	EPPLER TRUCK SERVICE	\$ 525.00	STREET CLEANER-SERVICE
38440	7/3/2019	FIREBAUGH SUPER MARKET	\$ 6.76	WINNIES
			\$ 32.37	DOG FOOD KENNEL
			\$ 7.59	COUNCIL MEETING-WATER
			\$ 31.82	DOG FOOD
			\$ 5.47	BLEACH
			\$ 35.59	DOG FOOD
			\$ 32.37	DOG FOOD
			\$ 14.45	SENIOR CENTER/ICE CREAM SOCIAL
			\$ 4.51	SENIOR CENTER-NAPKINS
			\$ 31.26	DOG FOOD
			\$ 32.37	DOG FOOD
		Check Total:	\$ 234.56	
38441	7/3/2019	KER WEST, INC. DBA	\$ 180.00	PLANNING/ZONING GREYSTONE
			\$ 90.00	ADVERTISEMENT LANDSCAPING
		Check Total:	\$ 270.00	
38442	7/3/2019	RODDY A. LAKE	\$ 250.97	POLICE MEDICAL RETIREE
38443	7/3/2019	SANDRA J. MARQUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
38444	7/3/2019	MID-VALLEY DISPOSAL	\$ 28,531.37	SERVICES PERFORMED JULY 2019
			\$ 66.26	1800 HELM CANAL RD
		Check Total:	\$ 28,597.63	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38445	7/3/2019	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
38446	7/3/2019	PACIFIC GAS & ELECTRIC	\$ 47,085.90	ALL DEPTS #7355932148-1
38447	7/3/2019	PITNEY BOWES #8000-9090-	\$ 1,041.98	POSTAGE REFILL 5/20 & 6/3
38448	7/3/2019	GRACIELA V. RODRIGUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
38449	7/3/2019	SIGNMAX	\$ 987.98	CANTALOUPE ROUNDUP BANNER
38450	7/3/2019	RODOLFO TABARES	\$ 250.00	HEALTH INSURANCE STIPEND
38451	7/3/2019	TECH MASTER MANAGEMEN	\$ 40.00	POLICE DEPT PEST CONTROL
			\$ 150.00	PEST CONTROL ALL DEPTS
		Check Total:	\$ 190.00	
38452	7/3/2019	THARP'S FARM SUPPLY	\$ 27.00	MALDONADO PARK-BLADE/TOWEL
			\$ 42.81	COMMUNITY CENTER-MASTERLOCK
			\$ 16.68	RODEO GROUNDS-MASTER LOCK
			\$ 20.57	SHOP-NOZZLE/BOTTLE BRUSH/
			\$ 67.86	PARAMOUNT WEED CREW-JUG
			\$ 80.45	TRUCK#3-SUPPLIES
			\$ 9.65	REPAIR WATER LINE-PIPE
			\$ 39.79	REPAIR WATER LINE-VALVE
			\$ 41.73	SHOP TOOL-SNAP RING
			\$ 13.60	WWTP-BATTERY
			\$ 29.32	SHIO SHEAR/PLAS FILM
			\$ 17.87	SHOP TOOL-DRILL BIT
			\$ 10.04	SHOP TOOL-DRILL BIT
			\$ 66.89	SAIPAN LIFTSTATION-BATTER
			\$ 1.73	PW38-NIPPLE
			\$ 39.90	SAIPAN LIFT STATION-BATTERY
			\$ 53.06	FD-BOLT CUTTER
			\$ 13.49	TAPE FOR BANNERS
			\$ 6.44	HAND SPRAYER-AA BATTERIES
			\$ 6.41	COUPLER/PIPE NIPPLE
			\$ 6.10	TRUCK#32-NIPPLE EXTRACTOR
			\$ 13.35	SHOP TOOL-WALL SCRAPER
			\$ 32.50	SEWER HEADWORKS-ELBOWS
			\$ 4.91	RODEO GROUNDS-WALLPLATE
			\$ 37.32	GEAR
			\$ 23.41	MALDONADO PARK-COUPLER
			\$ 16.68	1530 CARDELLA-MASTER LOCK
			\$ 18.94	WINDEX CLEANER/DUSTPAN
			\$ 35.70	PD-LITE TUBE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38452	7/3/2019	THARP'S FARM SUPPLY	\$ 23.23	PD-BLACK TIES/ZIP TIES
			\$ 23.26	RODEO GROUNDS-MALE ADAPTOR
			\$ 9.62	SITE#1-BATTERY
			\$ 1.62	CURTIS KEY
			\$ 17.33	DEF FLUID
			\$ 3.24	ROLLER-DOUBLE CUT KEY
			\$ 15.11	FLY TRAP
			\$ 39.00	CASE BACKHOE
			\$ 43.11	SHOP TOOL-DRIFT PUNCH
			\$ 16.57	FD-CONICAL MUFFLER
			\$ (8.26)	FD-CONICAL MUFFLER
			\$ 27.50	WATER SOFTENER SOLAR SALT
			\$ 26.72	SHOP TOOL-SNAP RINGS
			\$ 11.12	CASE BACKHOE-FLATWASHER
			\$ 19.92	PW#40-CAULKING GUN/BLACK
			\$ 12.95	IRRIGATION TIMER
			\$ 8.80	BANNER STENCILS
			\$ 54.20	TRAILER-COUPLER REPAIR KIT
Check Total:			\$ 1,139.24	
38453	7/3/2019	THE PIN CENTER	\$ 526.50	CITY LOGO LAPEL PINS
38454	7/3/2019	U.S. BANK EQUIPMENT FINAI	\$ 140.79	RNT/LEASE EQUIP 6/20/19
38455	7/3/2019	U.S. POSTMASTER	\$ 844.00	UTILITY BILLING JULY 2019
38456	7/3/2019	DATAPATH	\$ 992.50	MONTHLY MONITORING SERVICE
38457	7/10/2019	ARC ARCHAEOLOGY RESOUI	\$ 1,000.00	DEPOSIT ARCHAEOLOGICAL
38458	7/10/2019	COMCAST	\$ 696.40	PD INTERNET #909093831
38459	7/10/2019	OSCAR J. GARCIA, CPA/FRES	\$ 1,359.13	FRESNO LOCAL FORMATION
38460	7/10/2019	FAMILY HEALING CENTER	\$ 500.00	PD-FAMILY HEALING SERVICE
38461	7/10/2019	PG&E CFM/PPC DEPARTMEN	\$ 125.00	UPGRADE ELECTRICAL SERVICE
38462	7/10/2019	TOMAS RIOS	\$ 91.77	WORK BOOTS PER MOU
38463	7/10/2019	SAN JOAQUIN VALLEY	\$ 551.00	PUBLIC WORKS DUES/FEES
38464	7/10/2019	SIGNMAX	\$ 194.36	CANTALOUPE ROUNDUP-VELCRO
38465	7/10/2019	THOMASON TRACTOR COMP	\$ 9,701.55	NEW ZTRAK MOWER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38466	7/10/2019	TOYOTA MATERIAL HANDIN	\$ 20,980.07	NEW ELECTRIC VEHICLE
			\$ 20,262.03	NEW ELECTRIC VEHICLE
Check Total:			\$ 41,242.10	
38467	7/10/2019	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
38468	7/10/2019	ADAMS ASHBY GROUP, LLC	\$ 4,500.00	NEPA REVIEW FOR SEWER LINE
38469	7/10/2019	AG & INDUSTRIAL SUPPLY	\$ 52.38	BACKHOE-GUAGE/ADAPTER
38470	7/10/2019	AGRI-VALLEY IRRIGATION L	\$ 36.48	SOLENOID ASSEMBLY/SPIKE
			\$ 5.07	COURTHOUSE-NIPPLY POLY
			\$ 30.84	COURTHOUSE PARK-IRRIGATION
			\$ 11.68	COURTHOUSE PARK-IRRIGATION
			\$ 31.93	VALLE DE PAZ-IRRIGATION S
			\$ 42.32	COUPLING/TEE REDUCING/NIPPLE
			\$ 10.10	ELBOW/BUSHING SCHEDULE
			\$ 22.15	MALDONADO PARK-ELBOW/BUSH
Check Total:			\$ 190.57	
38471	7/10/2019	AQUA-AEROBIC SYSTEMS, IN	\$ 3,384.50	MOTOR FOR PONDS CITY
38472	7/10/2019	ALFREDO ARAMBULA	\$ 500.00	RODEO GROUNDS CLEANING DEP
38473	7/10/2019	RAFAEL ARREOLA	\$ 150.00	ENCLOSED AREA CLEANING DEP
38474	7/10/2019	AUTOZONE COMMERCIAL (1	\$ 12.72	PD-CORD/OUTLET FOR LIVE SCAN
			\$ 64.76	PD#5-BRAKE PADS
			\$ 24.16	PD#5-OIL SEAL/BEARING
			\$ 9.06	PD#5-SILICONE GASKET
			\$ 6.47	PD-OIL
			\$ 133.88	PW#36-DURALAST STARTER
			\$ 6.47	PD#5-OIL FILTER
			\$ (6.47)	PD-OIL
			\$ 28.92	PW#1-ARMOR ALL WIPES/WIPE
			\$ (23.74)	PW#1-WIPER BLADER RETURN
			\$ 26.98	PW#1-WIPER BLADE
			\$ 10.34	PW#6-WIPER BLADE
			\$ 10.79	ANTIFREEZE/COOLANT
			\$ 10.79	PD VAN-ANTIFREEZE/COOLANT
			\$ (10.79)	ANTIFREEZE RETURN
			\$ 5.17	PD-TAPE
			\$ 142.44	PW#29-SPORT BATTERY
Check Total:			\$ 451.95	

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019**

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38475	7/10/2019	CASCADE FIRE EQUIPMENT C	\$ 1,220.52	FD-EQUIPMENTS
38476	7/10/2019	D & L REFRIGERATION, LLC	\$ 110.00	PD AC RESET UNIT
			\$ 540.59	SERVICES ON ALL A/C
		Check Total:	\$ 650.59	
38477	7/10/2019	DEPARTMENT OF JUSTICE	\$ 70.00	JUNE 2019 BLOOD ALCOHOL TEST
			\$ 164.00	JUNE 2019 FINGERPRINTS
		Check Total:	\$ 234.00	
38478	7/10/2019	EMERGENCY VEHICLE EQUIP	\$ 315.31	PD-MC SIREN
38479	7/10/2019	EPPLER TRUCK SERVICE	\$ 1,373.29	FD-2009 FERR INFERNO
38480	7/10/2019	FRESNO COUNTY TREASURE	\$ 162.24	RMS/JMS/CAD ACCESS FEES
38481	7/10/2019	FRESNO OXYGEN	\$ 52.77	SHOP-PARTS
38482	7/10/2019	GALLS, LLC	\$ 485.80	PD-GUN RACK
38483	7/10/2019	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPEND
38484	7/10/2019	GOODALL TRUCKING, INC.	\$ 1,500.85	BASE ROCK MATERIAL
38485	7/10/2019	GUTHRIE PETROLEUM, INC.	\$ 1,060.72	BULK GASOLINE
			\$ 905.07	BULK UNLEADED GASOLINE
			\$ 1,079.65	BULK UNLEADED GASOLINE
			\$ 1,165.70	BULK UNLEADED GASOLINE
		Check Total:	\$ 4,211.14	
38486	7/10/2019	ROSALIA LANUZA	\$ 150.00	ENCLOSED AREA CLEANING DEP
38487	7/10/2019	MANUELS TIRE SERVICE, INC	\$ 267.34	CASE BACK #10-TIRE/TUBE
			\$ 132.57	SWEEPER #40-TIRE
			\$ 672.25	FD-TIRE/VALVE STEM
		Check Total:	\$ 1,072.16	
38488	7/10/2019	MARINE INDUSTRIAL TANK I	\$ 2,750.00	WATER TANK CLEANING
38489	7/10/2019	MIGUEL'S PLUMBING SERVIC	\$ 86.50	WOMEN'S RESTROOM RESET
38490	7/10/2019	OCCUPATIONAL HEALTH CN	\$ 124.50	PD PREEMPLOYMENT PHYSICAL
			\$ 175.50	PD-PREEMPLOYMENT PHYSICAL
		Check Total:	\$ 300.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38491	7/10/2019	PACIFIC GAS & ELECTRIC	\$ 8,512.13	SECOND BILL ON ELECTRICITY
38492	7/10/2019	KRISTEN PATLAN	\$ 150.00	ENCLOSED AREA CLEANING DEP
38493	7/10/2019	PECK'S PRINTERY	\$ 124.60	INSPECTION SHEETS
38494	7/10/2019	RSG, INC.	\$ 218.75	2018-19 SUCCESSOR AGENCY
38495	7/10/2019	STAPLES BUSINESS CREDIT	\$ 28.95	PD-OFFICE SUPPLIES
			\$ 28.95	PD-OFFICE SUPPLIES
			\$ 38.92	PD-OFFICE SUPPLIES
			\$ 82.78	PD-OFFICE SUPPLIES
			\$ 102.71	PD-OFFICE
Check Total:			\$ 282.31	
38496	7/10/2019	TIFCO INDUSTRIES	\$ 395.72	PW-PARTS
38497	7/10/2019	TORO PETROLEUM CORP.	\$ 654.30	TRUCK#14-OIL/MOTOR OIL/AL
38498	7/10/2019	UNIFIRST CORPORATION	\$ 57.35	SHOP
			\$ 14.73	COMMUNITY CTE
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 57.35	SHOP
			\$ 14.73	COMMUNITY CTR
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
			\$ 57.35	SHOP
			\$ 14.73	COMMUNITY CTR
			\$ 9.57	CITY HALL
			\$ 13.79	SENIOR CENTER
Check Total:			\$ 286.32	
38499	7/17/2019	CITY OF FIREBAUGH	\$ 87,444.27	PAYROLL ENDING 7/12/19 A
38500	7/19/2019	WESTAMERICA BANK	\$ 5,000.00	CASH ORDER CANTALOUPE
38501	7/19/2019	FIRST BANKCARD	\$ 15.28	UBER-FREDDY/BRADY
			\$ 13.51	UBER-BRADY/FREDDY MEETING
			\$ 69.50	BEN-CHEVRON
			\$ 7.58	UBER-BRADY/FREDDY MEETING
			\$ 1,870.56	SCELZI ENTERPRISES
			\$ 1.00	UBER-FREDDY/BRADY MEETING
			\$ 358.00	CWEA MEMBERSHIP LOUIE VALDEZ
			\$ 23.87	HOME DEPOT-SEWER MACHINE

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019**

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38501	7/19/2019	FIRST BANKCARD	\$ 1,080.83	BEN-SCELZI EQUIPMENT TOOL
			\$ 10.64	UBER-BRADY/FREDDY MEETING
			\$ 259.42	MARRIOTT NEWPORT-BRADY MTG
			\$ 28.05	DICKS SPORTING GOOD-BB COURT
Check Total:			\$ 3,738.24	
38502	7/19/2019	FRESNO OXYGEN	\$ 250.24	FD-MEDICAL OXYGEN
38503	7/19/2019	MOORE TWINING ASSOCIATI	\$ 2,725.00	PROFESSIONAL SERVICES
38504	7/19/2019	VINCENT COMMUNICATIONS	\$ 328.13	FD-MOBILE RADIO/LABOR
38505	7/19/2019	BRADY JENKINS	\$ 300.00	MONTHLY ATTENDANCE COUNCIL
38506	7/19/2019	ALFRED VALDEZ	\$ 300.00	MONTHLY ATTENDANCE COUNCIL
38507	7/24/2019	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 390.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 112.50	LAB ANALYSIS
			\$ 70.00	LAB ANALYSIS
			\$ 505.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 215.00	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 268.78	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 268.78	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 1,335.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
Check Total:			\$ 3,748.14	
38508	7/24/2019	CORELOGIC SOLUTIONS, LLC	\$ 206.00	REALQUEST JUNE2019
38509	7/24/2019	FIRST BANKCARD	\$ 540.94	BEN-MARRIOT RM BRADY/FREDDY
			\$ 259.42	BEN-MARRIOTT BRADY/FREDDY
			\$ 76.50	BEN-MARRIOTT BRADY / FREDDY
			\$ 14.00	BEN-AMAZON SHIRT STAFF
			\$ 110.00	BEN-AMAZON SHIRTS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
38509	7/24/2019	FIRST BANKCARD	\$ 24.79	FD-AMAZON COAT HANGERS
			\$ 16.67	PD-PEOPLEFACTS
			\$ 9.99	PD-DRIVE FOR COMPUTER
			\$ 39.47	PD-MEETING GAS SAL/MAGDA
			\$ 15.00	PIO-SENIOR CTR VOLUNTEER
Check Total:			\$ 1,106.78	
38510	7/24/2019	FRESNO-MADERA AREA AGE	\$ 59.54	6/19 NON USDA QUALIFIED MEALS
38511	7/24/2019	FRESNO TRUCK CENTER	\$ 200.52	TANK SURGE PLASTIC
38512	7/24/2019	HOME DEPOT CREDIT SERV	\$ 237.07	PAINT STREETS/FANS FOR SENIORS
38513	7/24/2019	NORTHSTAR CHEMICAL	\$ 1,400.44	SODIUM HYPOCHLORITE
38514	7/24/2019	PACIFIC GAS & ELECTRIC	\$ 221.89	FIRE DEPT #3228327255-0
			\$ 61,664.32	ALL DEPTS #7355932148-1
Check Total:			\$ 61,886.21	
38515	7/24/2019	CSG CONSULTANTS, INC.	\$ 4,035.36	BUILDING PLAN REVIEW JUNE
38516	7/24/2019	RENO'S MEGA MART	\$ 63.66	PD F. MARTINEZ GAS
38517	7/24/2019	ACME ROTARY BROOM SERV	\$ 2,574.12	STS & RDS SWEEPER
38518	7/24/2019	ALERT-O-LITE, INC.	\$ 684.06	STRIPING BLK PAINT/STENCIL
38519	7/24/2019	ANGELA ELVIA ANGUIANO	\$ 150.00	CLEANING DEPOSIT REIMBURSE
38520	7/24/2019	AT&T MOBILITY	\$ 556.92	PD-CELL PHONES/INTERNET
			\$ 801.56	CITY HALL/PW CELLPHONES
Check Total:			\$ 1,358.48	
38521	7/24/2019	AT&T	\$ 749.55	ALL DEPTS PHONE AND INTERNET
38522	7/24/2019	BECS PACIFIC LTD	\$ 186.25	OPACOTY TEST
38523	7/24/2019	KARINA BELTRAN	\$ 350.00	PONY RENTAL KIDS DAY ROUNDUP
38524	7/24/2019	CAL VALLEY SECURITY	\$ 2,925.00	SECURITY/PATROL CANTALOUPE
38525	7/24/2019	CASCADE FIRE EQUIPMENT C	\$ 139.89	FD-THREAD SAVER
38526	7/24/2019	CORBIN WILLITS SYSTEMS	\$ 1,051.58	ADMINISTRATION C/W SERVICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
38527	7/24/2019	FRESNO COUNCIL OF GOVER	\$ 319.00	MEMBER DUES FOR 2019/20
38528	7/24/2019	CSJVRMA	\$ 129,444.00	2019/2020 1ST QUARTER DEP
38529	7/24/2019	D & L REFRIGERATION, LLC	\$ 1,192.50	INSTALL A/C UNIT/ LABOR
38530	7/24/2019	DEPT. OF TRANSPORTATION	\$ 722.24	SIGNALS/LIGHTING APRIL-JUNE19
38531	7/24/2019	ESAFETY SUPPLIES, INC.	\$ 455.29	RAVEN NITRILE LARGE/XL GLOVES
38532	7/24/2019	EWING IRRIGATION PRODUC	\$ 109.97	IRRIGATION SUPPLY
38533	7/24/2019	FIRE STITCH	\$ 53.98	CANTALOUPE ROUNDUP SHIRTS
38534	7/24/2019	FRESNO MOBILE RADIO, INC.	\$ 2,663.28	FD-ANNUAL BILLING OF AIRTIME
38535	7/24/2019	GOUVEIA ENGINEERING, INC	\$ 212.63	710.03 DBE PLAN-ADA COMPLIANCE
			\$ 66.94	710.11 DIR REPORTING
			\$ 769.65	715.01 MISCELLANEOUS MEETING
			\$ 135.00	730.07 SRF WWTP IMPROVEMENT
			\$ 22.31	745.01 STREETS GENERAL
			\$ 68.25	760.04 A.C.I.P/ CAAP
			\$ 641.25	760.06C AIRPORT FENCE
			\$ 1,179.39	760.06D AIRPORT FENCE
			\$ 6,211.25	780.02 CENCAL BUILDERS PROJECT
			\$ 2,029.13	785.22 "N" STREET APARTMENT
			\$ 648.38	785.27 CENCAL SUBDIVISION
			\$ 164.06	785.28 GREYSTONE ESTATES
			\$ 1,749.56	790.02 CITYWIDE ASSESSMENT
		Check Total:	\$ 13,897.80	
38536	7/24/2019	JO STUDIOS	\$ 2,000.00	SETUP STAGE CANTALOUPE
			\$ 3,000.00	STEP UP SOUND CANTALOUPE
		Check Total:	\$ 5,000.00	
38537	7/24/2019	JORGENSEN COMPANY	\$ 338.63	FD-HEAD NET
38538	7/24/2019	KER WEST, INC. DBA	\$ 170.00	PUBLIC HEARING ADVERTISEMENT
38539	7/24/2019	LOZANO SMITH ATTORNEYS	\$ 3,723.90	GENERAL LEGAL MATTERS
			\$ 92.50	PERSONNEL MATTERS THROUGH
		Check Total:	\$ 3,816.40	
38540	7/24/2019	MANUEL'S SMALL ENGINE R	\$ 109.41	FD-REPAIR/LABOR HONDA ENGINE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38541	7/24/2019	GILBERT MARTINEZ	\$ 650.00	MARIACHI DE LA TIERRA ROUNDUP
38542	7/24/2019	MAS ENTERTAINMENT	\$ 2,500.00	DJ/EMCEE CANTALOUPE ROUND
38543	7/24/2019	ALEJANDRO PEREZ	\$ 900.00	XTRADICION NORTENA ROUNDUP
38544	7/24/2019	PACIFIC TENT & AWNING	\$ 308.05	U.S/CA NYLON FLAGS
38545	7/24/2019	JENNIFER PEREZ	\$ 230.00	FACEPAINTER/BALLOON TWIST
38546	7/24/2019	JOHN C. PEREZ	\$ 750.00	BAND 4 PLAY PERFORMING ROUNDUP
38547	7/24/2019	ROCIO PINEDA	\$ 1,650.00	ROCIO Y SU SONORA PERFORMANCE
38548	7/24/2019	JIM POST	\$ 900.00	MIDNIGHT WINE PERFORMING
38549	7/24/2019	PUBLIC SAFETY SOURCE	\$ 80.00	FD-ARM REST
38550	7/24/2019	QUILL CORPORATION	\$ (168.43)	CREDIT NOAH'S TONER
			\$ 51.80	CITY HALL-STORAGE BOXES
			\$ 9.71	SENIOR CENTER-FILTER BAGS
			\$ 25.90	OLGA-CORK BOARD
			\$ 184.42	CITY HALL SUPPLIES
			\$ 283.20	SENIOR CENTER-VACUUM/HOOVER
			\$ 42.08	AVERY LABELS CITY HALL
			\$ 323.79	CITY HALL-OFFICE SUPPLIES
			\$ 89.94	CITY EMPLOYEE TRAINING SNACKS
			\$ 1.50	NANCY-STAMP PAD
			\$ 6.46	CITY EMPLOYEE MEETING SNACKS
		Check Total:	\$ 850.37	
38551	7/24/2019	JOHN SANCHEZ	\$ 85.00	PHYSICAL EXAM CLASS A LICENSE
38552	7/24/2019	RUBEN SAUCEDA	\$ 600.00	THEE FABULOUS ENCHANTMENT
38553	7/24/2019	SPARKLETTS	\$ 436.80	PD/COMMUNITY CTR/CITY HALL
			\$ 382.44	PW/CITY HALL/PD/SENIOR CTR
		Check Total:	\$ 819.24	
38554	7/24/2019	SUN'S INTERNATIONAL CORP	\$ 54.59	COMMUNITY CENTER-PAPER TOWEL
			\$ 45.35	SENIOR CENTER PAPER TOWEL
		Check Total:	\$ 99.94	
38555	7/24/2019	SW PARRA	\$ 450.00	CARICATURES KIDS DAY ROUNDUP

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JULY 1, 2019 - JULY 31, 2019

<u>Check</u>	<u>Check</u>		<u>Net</u>	
<u>Number</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Description</u>
38556	7/24/2019	RAQUEL TABARES	\$ 225.00	FLYER DESIGN CANTALOUPE
38557	7/24/2019	TELSTAR	\$ 8,369.00	VFD REPLACEMENT
38558	7/24/2019	DANA TODD	\$ 600.00	HARD TIMES PERFORMING ROUNDUP
38559	7/24/2019	UNITED RENTALS (NORTH AI	\$ 1,074.81	BOOM TELESCOPIC 4WD
38560	7/24/2019	ESMERALDA VALDEZ	\$ 150.00	CLEANING DEPOSIT REIMBURSEMENT
38561	7/29/2019	RAZZARI AUTO CENTER	\$ 29,785.86	FD-2019 FORD F150
38562	7/30/2019	PAUL MAURER	\$ 59,810.25	2019 CANTALOUPE ROUNDUP TIX
38563	7/31/2019	SYNCB/AMAZON	\$ 42.38	PD-FORENSICS SOURCE
			\$ 72.59	PD-OFFICE CHAIR CASTER
			\$ 15.21	PD-FINGERPRINT INK
			\$ 753.06	PD-CANON POWERSHOT/EQUIPMENT
		Check Total:	\$ 883.24	
38564	7/31/2019	CALIFORNIA FORENSIC INST.	\$ 800.00	PRE-EMPLOYMENT-LOR/GONZALES
38565	7/31/2019	COLLINS & SCHOETTLER	\$ 2,465.00	PLANNING CONSULTING JUNE 2019
38566	7/31/2019	COMMUNITY MEDICAL CENT	\$ 175.00	JUNE2019 BLOOD DRAWS
38567	7/31/2019	GOODALL TRUCKING, INC.	\$ 2,440.77	COLD MIX
38568	7/31/2019	HUB INTERNATIONAL	\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
			\$ 148.68	SPECIAL EVENT INSURANCE
		Check Total:	\$ 594.72	
38569	7/31/2019	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE MACHINE REFIL JUNE2019
38570	7/31/2019	SAN JOAQUIN RIVER EXCHA	\$ 170.26	GROUNDWATER SUSTAINABILITY

ORDINANCE NO. 19-05

AN ORDINANCE OF THE CITY OF FIREBAUGH, COUNTY OF FRESNO, STATE OF CALIFORNIA, AMENDING ORDINANCE NO. 359, OF THE CITY OF FIREBAUGH, RELATING TO THE CLASSIFICATION OF THE ZONE OF PARTICULAR PARCELS OF REAL PROPERTY

The City Council of the City of Firebaugh does ordain as follows:

SECTION 1. Section 25-2.1 of the Municipal Code of the City of Firebaugh is amended by changing the Zoning Map to redesignate two existing parcels zoned G (Government) to R-1-5 (Single Family Residential (5,000 square foot minimum lot size) as shown on Map 1. The subject parcels are situated on the west side of Clyde Fannon Road north of the Borboa Lane alignment.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Firebaugh held on the 5th day of August, 2019, and passed and adopted at a regular meeting of the City Council held on the 19th day of August, 2019, by the following vote:

AYES: Council Members

NOES: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

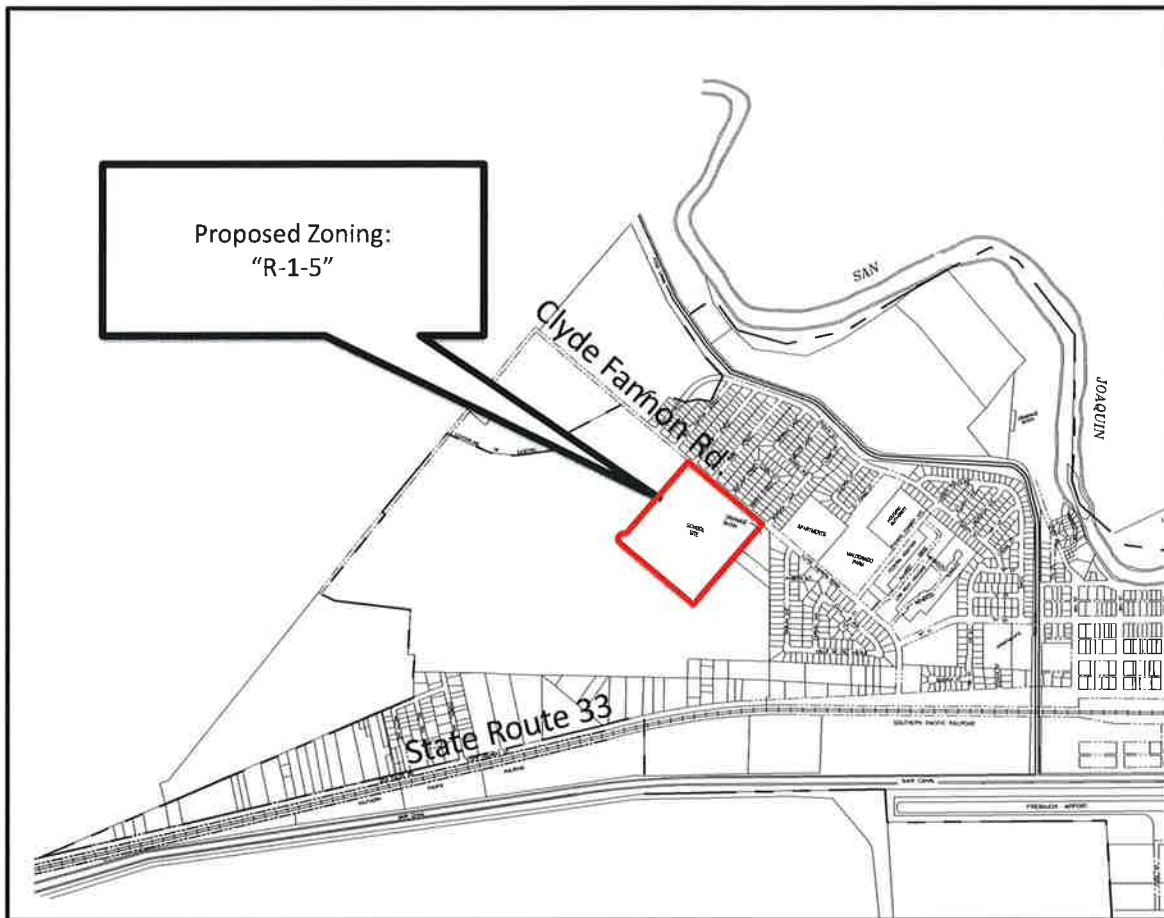
APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

Map 1: Zone Change 2019-02



RESOLUTION NO. 19-48

**A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING FIRST AMENDMENT TO
AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES WITH LOZANO SMITH
AS CITY ATTORNEY(S) AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL DOCUMENTS**

WHEREAS, the City of Firebaugh requires the services of a City Attorney; and

WHEREAS, Lozano Smith is trained and experienced to provide such services; and

WHEREAS, the parties entered into an Agreement with Lozano Smith for Professional Legal Services on December 17, 2018.

WHEREAS, the parties wish to amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached First Amendment to the City Attorney Legal Services Agreement, which is incorporated herein by this reference and authorizes the City Manager, Benjamin Gallegos, to execute the same on behalf of the City.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 19th day of August, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk



CITY OF FIREBAUGH

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is made and entered into as of _____, between the CITY OF FIREBAUGH, a municipal corporation (hereinafter referred to as "City") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney"). The term "City" shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

The City hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, and other commissions, boards, and committees of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment dissolution, land use, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Administrator informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Administrator.

Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so

agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney's duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.

2. CITY DUTIES

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

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties based on 40 hours per month at the rate set forth in Exhibit A (incorporated herein).

Attorney will take reasonable steps to notify City when it exceeds 40 hours per month of legal services provided. City will have discretion to determine whether additional hours (over 40 hours) for legal services will be incurred in the given month. If city agrees, services will be continued at the then applicable rate. City will receive a credit rollover for any hours less than 40 in a given month. The rollover will be reviewed at the end of the fiscal year.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, mileage for travel, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

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

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

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

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. INSURANCE

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

7. TERM, DISCHARGE, AND WITHDRAWAL

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

8. NOTICE

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

City Council
CITY OF FIREBAUGH
1133 "P" Street
Firebaugh, CA 93622

Executive Director
LOZANO SMITH
7404 North Spalding Avenue
Fresno, CA 93720

9. EFFECTIVE DATE

This Agreement shall be effective _____.

10. ASSIGNMENT

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

11. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

12. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for legal services between City and Attorney.

CITY
CITY OF FIREBAUGH

ATTORNEY
LOZANO SMITH

By: _____

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

Date: _____

Date: August 6, 2019

EXHIBIT A
Rates Schedule for the City of Firebaugh

	Effective Date – December 31, 2019		January 1, 2020 –December 31, 2020		Beginning January 1, 2021	
Hourly Rates for General Legal Services	Attorneys	\$185 per hour	Attorneys	\$190 per hour	Attorneys	\$195 per hour
	Law Clerk	\$110 per hour	Law Clerk	\$110 per hour	Law Clerk	\$115 per hour
	Paralegal	\$110 per hour	Paralegal	\$110 per hour	Paralegal	\$115 per hour
Hourly Rates for Special Legal Services including Litigation	Attorneys	\$240 per hour	Attorneys	\$240 per hour	Attorneys	\$245 per hour
	Law Clerk	\$110 per hour	Law Clerk	\$125 per hour	Law Clerk	\$130 per hour
	Paralegal	\$110 per hour	Paralegal	\$125 per hour	Paralegal	\$130 per hour
In-office copying/electronic communication printing	\$ 0.25 per page					
Facsimile	\$ 0.25 per page					
Postage	Actual Usage					
Legal Research	At Cost					
Mileage	IRS Standard Rate					

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

RESOLUTION NO. 19-49

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH ROSENOW SPEVACEK GROUP, INC. (RSG), TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY FOR COMPLIANCE REPORTING SERVICES FOR FY 2018-2019 PURSUANT TO SENATE BILL 341

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

WHEREAS, SB 341 created a new requirement that successor housing entities provide an annual report that details compliance with the expenditure limitations specified in SB 341 during each five-year compliance period ("SB 341 Report"); and

WHEREAS, the Successor Agency desires to enter into a contract with RSG to provide consulting services compliance reporting services pursuant to Senate Bill 341 ("SB 341"); and

WHEREAS, the proposal submitted to the Firebaugh Redevelopment Agency by RSG ("RSG Contract"), is attached as "Exhibit A"; and

WHEREAS, the RSG Contract is to be funded by the administrative cost allowance pursuant to Health & Safety Code Section 34171(b); and

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

SECTION 1. The RSG Contract is hereby approved.

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

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 19th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO @ WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

August 7, 2019

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

PROPOSAL FOR SENATE BILL 341 COMPLIANCE REPORTING SERVICES FOR FY 18-19

Dear Mr. Gallegos:

RSG has prepared this letter of engagement to provide the City of Firebaugh ("City") and the Housing Successor to the Community Redevelopment Agency to the City of Firebaugh ("Housing Successor") Senate Bill 341 ("SB 341") compliance reporting services for Fiscal Year ("FY") 2018-19, due April 1, 2020. RSG has previously prepared the Housing Successor Agency Annual Report ("SB 341 Report") for FY 2013-14 through FY 2017 - 18 for the Housing Successor.

This letter presents our scope of services and fee estimate for the preparation of the SB 341 Report for Fiscal Years 2018 - 19. We welcome the opportunity to discuss this proposal with you in further detail.

SCOPE OF SERVICES

Pursuant to SB 341, RSG will prepare the Fiscal Year 2018 - 19 report detailing compliance with the expenditure limitations specified in SB 341. As required by SB 341, the SB 341 Report will provide the following information:

- The amount deposited into the Low and Moderate-Income Housing Asset Fund ("Housing Fund");
- A statement of the balance of the Housing Fund;
- A description of expenditures by category;
- The statutory value of real property;
- A description of transfers;
- A description of projects that receive funding through the ROPS;
- The status of properties pursuant to the five-year disposition period;
- An update on the inclusionary and replacement housing obligation;

Ben Gallegos, City Manager
CITY OF FIREBAUGH
August 7, 2019
Page 2

- Compliance with expenditures in the five-year period;
- The percentage of senior deed-restricted units; and
- The amount of excess surplus.

Once completed, RSG will submit the SB 341 report to the California Department of Housing and Community Development by April 1, 2020, as legally required.

PROJECT TEAM

The Principal-in-Charge of this engagement will be Tara Matthews. The engagement will be managed by Irlanda Martinez, Analyst. Other RSG staff will be assigned as needed. Resumes of our consultant team are available for your review at www.webrsg.com.

COST

Our services would be charged as a fixed fee of **\$6,000**, which will be billed to the City and funded by either the General Fund or the Housing Fund at the time of completion.

Thank you for the opportunity to assist the City and the Housing Successor. If you have any questions, please do not hesitate to contact us at 714.316.2111.

Sincerely,

RSG, Inc.



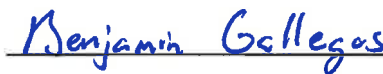
Tara Matthews, Principal

AUTHORIZED AND APPROVED BY:

City of Firebaugh

A handwritten signature in blue ink, appearing to read "Benj Gallegos", written over a horizontal line.

Signature

A handwritten name in blue ink, "Benjamin Gallegos", written over a horizontal line.

Name

A handwritten title in blue ink, "City Manager", written over a horizontal line.

Title

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Firebaugh accepting bid and awarding contract to Golden Bay Fence Plus Iron Works, Inc.

MEETING DATE: August 19, 2019

PREPARED BY: Mario Gouveia, City Engineer

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 19-50, accepting low bid from Golden Bay Fence Plus Iron Works, Inc. in the amount of \$42,176.00 for the construction of the Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019 and authorizing the City Manager to sign the agreement on behalf of the City of Firebaugh.

BACKGROUND:

The major work consists of removing and replacing approximately 780 linear feet of damaged perimeter fencing and replacing 2 existing access gates with lockable manual opening security gates at the City of Firebaugh Airport.

The project was advertised on May 22, 2019, and bids were publicly opened June 18, 2019.

DISCUSSION:

A total of 5 bids were opened and read aloud at 2:00 p.m. on June 18, 2019, this being the advertised bid opening date and time. The low bid was submitted by Golden Bay Fence Plus Iron Works, Inc. in the amount of \$42,176.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Golden Bay Fence Plus Iron Works, Inc.	\$42,176.00
Crusader Fence Co., Inc.	\$46,201.66
Ranch Fence Inc.	\$47,680.00
Ace Fence Company	\$53,500.00
Valley Fence Company	\$58,900.00
Engineer's Estimate	\$64,180.00

FISCAL IMPACT:

90% of the construction will be paid using a Federal Aviation Grant and 10% will be paid with City Funds.

ATTACHMENTS:

1. Resolution No. 19 – 50
2. Abstract of Bids

RESOLUTION NO. 19-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ACCEPTING BID AND AWARDING CONTRACT TO GOLDEN BAY FENCE PLUS IRON WORKS,
INC. FOR THE AIRPORT FENCE AND GATE REPLACEMENT
PROJECT NO.: AIP 03-06-0346-007-2019**

WHEREAS, the Invitation to Bid for the Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019 in the City of Firebaugh was listed in the Firebaugh-Mendota Journal on May 22, 2019; and

WHEREAS, the major work consists of removing and replacing approximately 780 linear feet of damaged perimeter fencing and replacing 2 existing access gates with lockable manual opening security gates at the City of Firebaugh Airport; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Firebaugh City Hall on June 18, 2019 at 2:00 p.m.

<u>Contractor</u>	<u>Total Bid</u>
Golden Bay Fence Plus Iron Works, Inc.	\$42,176.00
Crusader Fence Co. Inc.	\$46,201.66
Ranch Fence Inc.	\$47,680.00
Ace Fence Co.	\$53,500.00
Valley Fence Co.	\$58,900.00

WHEREAS, the City Engineer's Estimate was \$64,180.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH RESOLVES upon the recommendation of the City Engineer that the AIRPORT FENCE AND GATE REPLACEMENT Project No.: AIP 03-06-0346-007-2019 be awarded to Golden Bay Fence Plus Iron Works, Inc., 4104 S. B Street, Stockton, CA 95206 in the amount of Forty-two Thousand One Hundred Seventy-Six Dollars (\$42,176.00).

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency, on the 19th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the Firebaugh Council Chambers on August 19, 2019, by the following vote:

Rita Lozano, Deputy City Clerk

**ABSTRACT OF BIDS FOR
CITY OF FIREBAUGH
Airport Fence and Gate Replacement Project No.: AIP 03-06-0346-007-2019
Bid Opening: June 18 2019 @ 2 pm**

			<i>Engineer's Estimate</i>		Golden Bay Fence Plus Iron Works, Inc. 4104 S. B Street Stockton, CA 95206		Crusader Fence Co. Inc. 3115 Gold Valley Drive Rancho Cordova, CA 95742		Ranch Fence Inc. 5071 Cole Road Mariposa, CA 95338		Ace Fence Company PO Box 12102 Fresno, CA 93776		Valley Fence co. 3505 Lind Ave. Clovis, CA 93612	
Item No.	Item Description	Quantity and Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Contractor Safety Plan	1 LS	5,000.00	5,000.00	2,135.00	2,135.00	3,312.33	3,312.33	4,500.00	4,500.00	5,000.00	5,000.00	2,500.00	2,500.00
2	Remove and Replace Fence	780 LF	55.00	42,900.00	19.25	15,015.00	29.23	22,799.40	31.00	24,180.00	50.25	39,195.00	50.00	39,000.00
3	Remove and Replace Fence Post (not including gate post)	24 EA	220.00	5,280.00	348.00	8,352.00	205.13	4,923.12	250.00	6,000.00	155.00	3,720.00	100.00	2,400.00
4	Construct Rolling Gate	1 EA	6,000.00	6,000.00	13,891.00	13,891.00	11,122.17	11,122.17	9,000.00	9,000.00	2,900.00	2,900.00	12,000.00	12,000.00
5	Construct Double Swing Gate	1 EA	5,000.00	5,000.00	2,783.00	2,783.00	4,044.64	4,044.64	4,000.00	4,000.00	2,685.00	2,685.00	3,000.00	3,000.00
BID TOTAL				\$64,180.00		\$42,176.00		\$46,201.66		\$47,680.00		\$53,500.00		\$58,900.00

Subcontractors Listed: None

None

None

Cemex

Central Valley Asphalt

RESOLUTION NO. 19-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES RELATED TO
THE RENOVATION OF THE COURTHOUSE TO A POLICE STATION**

WHEREAS, the City desires an architect, experienced in construction of police stations to provide services related to the design and construction of the renovation of the Courthouse to become a Police Station; and

WHEREAS, Integrated Designs represents that it has the experience, license and ability to provide those architectural services to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh as follows:

1. The Agreement for Architectural Services Between the City of Firebaugh and Integrated Designs By Somam, Inc. in the form attached as **Exhibit A** is approved.
2. The City Manager is authorized to execute the Agreement on behalf of the City.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 19th day of August, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Marcia Sablan, Mayor
City of Firebaugh

ATTEST:

Rita Lozano, Deputy City Clerk
City of Firebaugh

**AGREEMENT
FOR
ARCHITECTURAL SERVICES
BETWEEN
CITY OF FIREBAUGH
AND
INTEGRATED DESIGNS By SOMAM, INC.**

July 16, 2019

**CITY OF FIREBAUGH
1133 P St.
Firebaugh, CA 93622**

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**AGREEMENT
FOR
ARCHITECTURAL SERVICES**

This Agreement for Architectural Services (“Agreement”) is made and entered into by and between the City of Firebaugh, a California Municipal Corporation (the “City”), and Integrated Designs by Somam, Inc., license number C7915, (the “Architect”), with respect to the following recitals:

- A. City proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the City, specifically the design and construction oversight of public facilities.
- C. The parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Additional Services. “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the City, and as further defined in Article 6 below.

1.2 Agreement. “Agreement” shall mean this Agreement for Architectural Services.

1.3 Architect. “Architect” shall mean Integrated Designs by Somam, Inc. and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 Basic Services. Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 City. “City” shall mean the City of Firebaugh, and its City Council members, employees, agents and authorized representatives.

1.6 Construction Documents. “Construction Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between City and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction of the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-

service-connected equipment and site work.

1.7 Contractor. “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.8 Project. “Project” shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 Project Construction Cost. “Project Construction Cost” shall mean the estimate of total construction costs to the City as initially submitted by the Architect under this Agreement and accepted by the City, and as subsequently revised once the final scope is determined as outlined in Section 5.5.5.

1.10 Wrongful Acts or Omissions. “Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ARCHITECT: STANDARD OF CARE

2.1 City retains Architect to perform, and Architect agrees to provide to City, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the City; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project for which such architectural services shall be provided is described as the Renovation of the existing Courthouse at 1325 “O” Street to a Police Station.

A. The Project is not intended to be split into multiple prime contracts.

ARTICLE 4 COMPENSATION

4.1 Basic Services

4.1.1 For all “Basic Services” satisfactorily performed as defined in Articles 1 and 5 of

4.1.2 Invoices for Basic Services shall be made monthly in proportion to services performed within each phase as set forth below:

4.2 Additional Services

Hourly Time

Reimbursable Expenses

Note: Travel between Fresno and Firebaugh will be part of the Base Fee.

Large Format Printing

Photocopying

8 ½" x 11" Black & White	\$.10/copy
11" x 17" Black & White	\$.25/copy
8 ½" x 11" Color	\$1.00/copy
11" x 17" Color	\$2.50/copy

All other costs

1.15 times SOMAM, Inc. cost

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the Base Fee. Architect will be responsible for Architect's consultants keeping similar records. City shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of City's request.

4.3 Reimbursable Expenses. Architect shall not be reimbursed for expenses incurred in providing the Basic Services. City shall only reimburse Architect for expenses incurred in connection with providing any Additional Services and shall only include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses and at the rates listed in Section 4.2.1 ("Reimbursable Expenses").

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for Additional Services under Section 4.2.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses, except as expressly provided in this Agreement. Payment for all Reimbursable Expenses incurred in connection with Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to City payment of such expenses.

4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of City business after presentation by Architect of a properly documented and submitted monthly invoice approved by City's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. City shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If City disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and by law until the end of the Project, even if City and Architect cannot resolve all such disputes.

4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, City may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused City to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.6 Should City cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The City shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the City. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with City under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the City under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the City of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the City if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the City's request, the Architect and Architect's consultants shall cooperate with City and the City's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide adequate employees to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain City's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. City may, upon thirty (30) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to City's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of City and shall reasonably represent the City at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by City prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to City all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 City's Consultants. Architect shall confer and cooperate with the City's project

inspector ("Project Inspector"), if any, or designee, and any consultants retained by City, as may be requested by City or as reasonably necessary. City may retain a construction manager to assist City in performance of City's duties for the Project.

5.2.3 The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall assist the City to procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.3 Conceptual Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the City to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

5.3.2 The Architect shall provide a preliminary evaluation of the City's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the City alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the City's budget and scope of work requirements, the Architect shall prepare for the City Council's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to City's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make

recommendations to City regarding additional benefits that could be realized by increasing the City's total construction cost budget, or by altering the City's completion deadlines. If City incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council approves them in writing. Architect shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the Council's approval of the schematic design documents.

5.3.5 The Architect shall submit to the City a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 Design Development Phase

5.4.1 Following the City Council's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the City Council's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the City. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to City's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to City regarding additional benefits that could be realized by altering the City's total construction cost budget or completion deadlines. If City incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council approves them in writing. Architect shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the Council's approval of the design development documents.

5.4.2 The Architect shall assist the City and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of City's application for and obtaining of required approvals from the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by

law. Architect shall provide a copy of all such documents to the City.

5.4.4 The Architect shall advise the City of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the City one complete set of preliminary plans for the review and written approval of the City and one set for each public agency having approval authority over such plans for their review and approval at no expense to the City.

5.5 Construction Documents and Plan Check Phases

5.5.1 Following the City Council's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Construction Documents for the written approval of the City Council consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall review and determine that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of the City Council. The Construction Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Construction Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the Project is intended to be split into multiple prime contracts, then the Construction Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the City in development of the bid documents and bid package, and shall forward them to the City for written approval prior to their use. If the City is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the City in identification and development of the bid documents and bid packages, and shall forward them to the City for written approval prior to their use.

5.5.3 Prior to submission of the Construction Documents to any government agencies exercising jurisdiction over the Project, the Architect shall submit the Construction Documents to the City for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-

effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by City is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the City Council and any constructability review, the Architect shall submit the Construction Documents to any government agency(ies) exercising jurisdiction over the Project from whom approval is required, and make the necessary corrections to secure such agency's approval. At Architect's expense, Architect shall arrange for the scanning of the agency-approved Construction Documents and for the return of the originals and an electronic copy to the appropriate agency(ies).

5.5.5 The Architect shall give the City, at the time of agency-approval of the final form of the Construction Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the City Council along with the Construction Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Construction Documents, the Architect shall consult with, and involve, the City in the process to maximize accuracy and completeness. The revised Project Construction Cost estimate shall conform to City's total Project budget, and the revised construction schedule shall conform to City's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the Council's written approval of the Construction Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following agency- and City Council's written approval of Construction Documents and City Council's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the City in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the City and distribute them among interested contractors. Architect shall also assist the City in obtaining bids, and shall assist the City in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Construction Documents, which does not include those for the use of the Architect or its consultants, requested by the City in excess of one shall be reproduced at City's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of agency approval of the Construction Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or

amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by City by more than ten percent (10%), Architect shall, on request by City and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Construction Documents one or more deductive alternatives so that Architect and City may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the City, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the City as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon City's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or City that the Project has been completed in accordance with Construction Documents or in conformance with this Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the City. The Architect shall advise and consult with the City in the general administration of the Project. The Architect will have authority to act on behalf of the City only to the extent provided in the Construction Documents, unless the City grants additional authority in writing.

5.7.3 The Architect shall timely provide City with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the City's project inspectors and/or Contractor as to the interpretation of Construction Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken

by City or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall require the Contractor to prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the City upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Construction Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the City in writing. Architect shall also assemble and deliver to City all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Construction Documents and bid package. Architect shall require the Contractor to provide a copy of all such notifications to the City.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the City shall provide such access so that the Architect may perform its functions under the Agreement and Construction Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Construction Documents, and shall guard the City against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the City and inspectors concerning the Contractor's compliance with the Construction Documents and shall assist the City and inspectors in securing the Contractor's compliance.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the City to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Construction Documents. Such observations are to be distinguished from any inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the City's Project Inspector.

5.7.10 The Architect shall notify the City promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Construction Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by City or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Construction Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Construction Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Construction Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the City in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the City informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the City or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the City is trained or licensed in the recognition or remediation of Hazardous Substances.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects by agencies having jurisdiction over such projects.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the City in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Construction Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the City that the quality of the completed work is in accordance with the Construction Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the City in evaluating and responding to claims, disputes and other matters in question between the Contractor and the City, including but not limited to claims made against the City as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the City at no cost to the City. Architect agrees to toll all statutory periods of limitations for City's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against City until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, City may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, City may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the City on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 City-initiated change orders. If a change order is initiated by the District, the Architect's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond City or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions

inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as City-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the City otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the “added value” portion of the change order), and (b) what the contractor charges the City in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect’s Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties’ intent that the City should pay no more than what the City would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the City incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the City pays to, or cannot collect from, Contractor or any third party.

The City may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When City so backcharges and withholds, upon Architect’s request City and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by City, and (d) what portion of the damages are attributable to Architect as described above. If City and Architect do not reach agreement on all four of these items when meeting and conferring, then City and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either City or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the City's review and approval.

5.7.22 The Architect shall assist the City in determining the date of final completion and make a final detailed on-site review of the job with representatives of the City and the Contractor. Architect shall also perform a warranty review with City 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the City in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Construction Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Construction Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or City, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the City harmless under Article 18.1 of this Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by such agency(ies) having jurisdiction over the Project. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the City in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by City or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by City. No additional compensation shall be paid to Architect for performing these Additional Services unless the City and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered, consistent with the rates and reimbursements set forth in Article 4.2.1 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the City's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the City's approval of Construction Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the City's request, selecting moveable furniture, equipment or articles which are not included in the Construction Documents;

6.2.11 providing services related to change orders requested by the City but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7 RESPONSIBILITIES OF CITY

It shall be the duty of City to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the City in the administration of this Agreement and the Construction Documents;

7.3 furnish, at the City's expense, the services of a Project Inspector, or designate an appropriate City employee for such role;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The City will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Documents, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Construction Documents of which the City becomes aware. However, the City's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and/or other applicable law for this Project and under this Agreement).

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the City, under forms satisfactory to the City, to protect the Architect and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The City shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written,

to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than One Million Dollars (\$1,000,000) per occurrence or bodily injury, personal injury, and property damage; Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the City.

8.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the City under any provision, including any duty to indemnify and defend the City.

8.5 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the City of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the City as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the City for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the City.

8.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Architect fails to maintain such insurance, the City may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the City might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the

Architect's operations.

8.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the City.

8.11 Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease. All such insurance shall include a waiver of any subrogation rights as against the City. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

9.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the City. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the City. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate. If errors and omissions insurance is not reasonably available on an occurrence basis, Architect shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the City under any provision, including any duty to indemnify and defend the City.

10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the City for approval. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the City.

10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Architect fails to maintain such insurance, the City may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

10.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing

insurance in the State of California. All such insurance companies shall have no lower than an “A-, VIII” in Best’s Rating Guide and shall be satisfactory to the City.

10.11 Any failure to maintain any item of the required insurance may, at City’s sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect’s design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act (“ADA”), those CDBG regulations outlined in Exhibit B.

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 Termination by City – This Agreement may be terminated or the Project may be canceled by the City for the City’s convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the City in writing, and (c) any costs incurred by reason of such termination; but less any amounts the City is entitled to withhold under law or this Agreement. Upon the City’s written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the City may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the City may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the City in writing, but less any amounts the City is entitled to withhold under law or this Agreement. Upon the City’s written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 Termination by Architect – For any material breach of contract by the City other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the City. Such

Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the City must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the City fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the City within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the City in writing. Upon the City's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the City shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under applicable law. Architect shall promptly make any such documents or materials available to the City upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Agreement shall immediately upon request by the City be delivered to the City. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the City or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials. The City will indemnify the Architect pursuant to Section 16.2.

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the City. Architect is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Architect is free from the control and direction of City in connection with the manner of performance of the work. Architect understands and agrees that Architect and Architect's employee, agents, and consultants shall not be considered officers, employees, agents, partners, or joint venturers of City, and are not entitled to benefits of any kind or nature provided to employees of City and/or to which City's employees are entitled. Architect agrees to advise everyone it designates or hires to perform any duty under this Agreement that they are not employees of City.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the City in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the City's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement shall be and shall remain the property of the City for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under applicable law.

15.2 The Architect will provide the City with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the City's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to City any original documents it has retained pursuant to this Agreement upon request by the City.