

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 23/08-07

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: August 7, 2023/6:00 p.m.

CALL TO ORDER

ROLL CALL
Mayor Felipe Perez
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Silvia Renteria
Council Member Brady Jenkins

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

- Swearing in of Officer X. Khoua, Fire Battalion Chief H. Marin & Water/Sewer Operator Trainee A. Verduzco

PUBLIC COMMENT

Any person or persons wishing to address the City Council on any matter that is not on the agenda may do so at this time. Individuals must limit their comments to three minutes. Issues raised during Public Comments are informational only and the Council cannot take action at this time. All comments should be directed to the Mayor and not to individual Councilmembers or staff members.

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.

- APPROVAL OF MINUTES – The City Council regular meeting on July 17, 2023.**

PUBLIC HEARING

- ORDINANCE NO. 23-01 - 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.**

Recommended Action: Council receives public comment & waives the first reading Ord. 23-01.

3. **RESOLUTION NO. 23-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING GENERAL PLAN AMENDMENT/ZONE CHANGE 2023-01 (TIRADO/NUNEZ).**

Recommended Action: Council receives public comment & approves Res. No. 23-32.

NEW BUSINESS

4. **RESOLUTION NO. 23-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING A GRANT DEED FOR AN IN-FEE RIGHT OF WAY DEDICATION, A GRANT OF EASEMENT FOR A 10-FT PUBLIC UTILITY EASEMENT AND A GRANT OF EASEMENT FOR A PEDESTRIAN EASEMENT DEDICATED BY THE FRESNO HOUSING AUTHORITY FOR APNs 007-140-04ST AND 007-140-07ST AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE FOR RECORDING OF THE GRANT DEED AND GRANTS OF EASEMENT.**

Recommended Action: Council receives public comment & approves Res. No. 23-33.

5. **RESOLUTION NO. 23-34 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE CDBG WATERLINE REPLACEMENT PROJECT NO. 18-CDBG-12911, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO EMMETT'S EXCAVATION INC.**

Recommended Action: Council receives public comment & approves Res. No. 23-34.

6. **RESOLUTION NO. 23-35 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF 22/23 CONCRETE IMPROVEMENTS AND STREET REHABILITATION PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO TERRA WEST CONSTRUCTION, INC.**

Recommended Action: Council receives public comment & approves Res. No. 23-35.

7. **RESOLUTION NO. 23-36 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZATION THE CITY MANAGER TO EXECUTE THE FRESNO-MADERA AREA AGENCY ON AGING CONTRACT, INCLUDING AMENDMENTS AND ALL NECESSARY SUPPORTING DOCUMENTS.**

Recommended Action: Council receives public comment & approves Res. No. 23-36.

8. **RESOLUTION NO. 23-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING FIRE BATTALION CHIEF JOB DESCRIPTION AND SALARY SCHEDULE.**

Recommended Action: Council receives public comment & approves Res. No. 23-37.

9. **RESOLUTION NO. 23-38 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT AND RELEASE.**

Recommended Action: Council receives public comment & approves Res. No. 23-38.

10. **RESOLUTION NO. 23-39 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR GRANT FUNDED SCHOOL RESOURCE OFFICER.**

Recommended Action: Council receives public comment & approves Res. No. 23-39.

11. RESOLUTION NO. 23-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR DISTRICT FUNDED SCHOOL RESOURCE OFFICER.

Recommended Action: Council receives public comment & approves Res. No. 23-40.

12. RESOLUTION NO. 23-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF FIREBAUGH GATEWAY MONUMENT MAINTENANCE AGREEMENT WITH CITY OF FIREBAUGH

Recommended Action: Council receives public comment & approves Res. No. 23-41.

13. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER A PARCEL TAX TO FUND THE FIRE DEPARTMENT.

Recommended Action: Council receives public comment & approves gives direction.

14. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS CITY COUNCIL MEMBERS STIPEND AND INSURANCE PREMIUMS.

Recommended Action: Council receives public comment & approves gives direction.

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 4, 2023, at 5:00 p.m. by Rita Lozano Deputy City Clerk.



City of Firebaugh

OATH OF OFFICE

I, Xiong Khoua, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter,

Police Officer

(Duties upon which affiant is about to enter)

Xiong Khoua

Subscribed and sworn to before me this 7th day of August 2023.

Rita Lozano, Deputy City Clerk
City of Firebaugh



City of Firebaugh

OATH OF OFFICE

I, Alberto Verduzco, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter,

Water/Sewer Operator Trainee

(Duties upon which affiant is about to enter)

Alberto Verduzco

Subscribed and sworn to before me this 7th day of August 2023.

Rita Lozano, Deputy City Clerk
City of Firebaugh



City of Firebaugh

OATH OF OFFICE

I, Hector Marin, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter,

Battalion Fire Chief

(Duties upon which affiant is about to enter)

Hector Marin

Subscribed and sworn to before me this 7th day of August 2023.

Rita Lozano, Deputy City Clerk
City of Firebaugh

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 23/07-17

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: July 17, 2023/6:00 p.m.

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

ROLL CALL Mayor Felipe Pérez
Mayor Pro Tem Elsa Lopez
Council Member Silvia Renteria
Council Member Brady Jenkins

ABSENT: Council Member Freddy Valdez

OTHERS: City Attorney James McCann; New City Attorney Christina Di Filippo; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano; Public Works Director, Michael Molina; Finance Director, Pio Martin; Police Chief, Sal Raygoza, & others.

PLEDGE OF ALLEGIANCE Council Member Silvia Renteria led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Jenkins, second by Council Member Renteria, motion passed by 4-0 vote.

PRESENTATION None

PUBLIC COMMENT

Bethany Azevedo-Matos, Dean of West Hills North District-Firebaugh, provide invitations to events the College will be holding, provide demographics of the college and new semester. Advised Council if they need anything from the college, please reach out to her office and she will be glad to assist if possible.

Ramiro Ramirez stated concerns regarding business license fees for ice cream trucks vs taco trucks and inquired if council would consider reducing the license fees for ice cream vendors.

❖ *Motion to move agenda item #8 to be the first agenda item voted on by Council Member Jenkins, second by Council Member Lopez, motion passed by 4-0 vote.*

8. RESOLUTION NO. 23-27 - A RESOLUTION OF THE CITY OF FIREBAUGH APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY.

Motion to approve Res. No. 23-27 by Council Member Renteria, second Council Member Perez; motion passed by 4-0 vote.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council special meeting on June 19, 2023.
2. APPROVAL OF MINUTES – The City Council regular meeting on June 19, 2023.
3. WARRANT REGISTER – Period starting June 1 and ending on June 30, 2023.

June 2023	General Warrants	#44450 - #44580	\$ 1,573,260.99
	Payroll Warrants	#72044 - #72063	\$ 144,767.33
	TOTAL		\$ 1,718,028.32

Council Member Jenkins asked Council Member Renteria about a refund to their organization will receive for event held on June 30, 2023& if paid were charged at non-profit fee. Council Member Renteria replied, no refund will be received.

Motion to approve consent calendar by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

PUBLIC HEARING

4. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO HOLD PUBLIC HEARING FOR CLOSEOUT OF 18-CDBG-12911 GRANT, 20-CDBG-12000 GRANT, 20-CDBG-CV1-00030 GRANT & 20-CDBG-CV-3-00017GRANT.

Hearing open at 6:28 pm – P. Ashby stated a delay on order stalled the Fire Station project. City Clerk Fleming asked how many businesses were helped. Staff replied three: Firebaugh Pizza, Nutrition Hub & Miguel Plumbing. Closed hearing at 6:30 pm.

Consensus of the council directed City Manager to move forward with closing of the grants.

5. THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2023-2024 FUNDING YEAR OF THE STATE CDBG PROGRAM.

Hearing open at 6:36 pm – Ramiro Ramirez stated he would like to see a youth center at the park and/or a new PAL center. Council Member Jenkins asked for a new or remolded snack bar at Dunkle Park. City Manager Gallegos requested a soccer field at Maldonado Park to finish the park project. Paul Ashby state all mention projects could be eligible, but the city needs to see which project is a priority and the city must do work on the proposed or desired project prior to applying for the grant funding, to have the project shelf ready. City is limited to how many grants/projects the city can apply for most of the grants are coming to a close, but the Dunkle Park is already built and just required a remold which is about \$144, 000. Closed hearing at 6:45 pm.

Consensus of the council directed City Manager to move forward with the grant application process.

NEW BUSINESS

6. RESOLUTION NO. 23-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE J STREET AND 10TH STREET IMPROVEMENTS, FEDERAL-AID PROJECT NO. CML-5224(027), AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO EMMETT VALLEY CONSTRUCTION, INC.

Motion to approve Res. No. 23-25 by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

7. RESOLUTION NO. 23-26 - 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 2023-2024.

Motion to approve Res. No. 23-26 by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

9. RESOLUTION NO. 23-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING THE CDBG NEW FIRE STATION PROJECT, PROJECT NO. 20-CDBG-12000AS COMPLETE, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO ARDENT GENERAL INC.

Motion to approve Res. No. 23-28 by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

10. **RESOLUTION NO. 23-29 - A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES.**

Motion to approve Res. No. 23-29 by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

11. **RESOLUTION NO. 23-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES' ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.**

Motion to approve Res. No. 23-30 by Council Member Jenkins, second Council Member Renteria; motion passed by 4-0 vote.

12. **RESOLUTION NO. 23-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.**

Motion to approve Res. No. 23-31 by Council Member Jenkins, second Council Member Perez; motion passed by 4-0 vote.

13. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS RENTAL RATES OF THE ANDREW FIREBAUGH COMMUNITY CENTER.**

Informational item only.

14. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO REVIEW AND DISCUSS CITY COUNCIL MEMBERS STIPEND AND INSURANCE PREMIUMS.**

Informational item only.

STAFF REPORTS

- **City Manager, Ben Gallegos** – Police Station is scheduled to be completed July 31st, tentatively scheduling the grand opening on August 4, 2023, at 10:00 am.
- **Gouveia Engineering Rep. Roberto Orozco** – gave an update on the closeout projects. The CDBG Water Line Replacement Rehab has a punch list with a few items to address before we can closeout, as well as the Utility & Alley Improvement project. Provide an update on the Highway Beautification Project, it has been an ongoing project for several years. Work will begin in October 2023 on the Highway 33; it will be night work to void issues with local business operating hours.
- **Public Works Director, Michael Molina** - the sweeper is not operating again, it seems to be electrical, it may not be able to be repaired, staff looked in to sweeping services or contracting out the service, but it is cheaper to purchase a new. Staff with Mario Gouveia will start looking for funds to purchase a new one, funding via CMAQ/COG is restricted to what type of sweeper can be purchased. Public Works Dept. is looking to hire two new employees to fill vacant positions. Working with Sal to cleanup the new Fire and Police Station to prepare for the tentative date of the ceremony. Working with Rigoberto on the remodeling of Dunkle Park, to replace dance floor, electrical, basketball court and several other updates needed at the park. Fire Dept.: started moving items to the fire station last Wednesday, turnouts, office equipment, got rid of a lot of outdated equipment, will have a Sky life Training at the airport for the department. Responded to a medical call and structure fire at an estimated 300,000-acre wheat field, fire dept. assisted at a call at Sante Fae – Eagle field. Day Staff is doing ok with the heat, they have been advised to drink plenty of water, sit in a vehicle or shaded area if needed and report to the supervisor if they aren't feeling well. They are coming in at 6:00 am, filling up the jug with ice as needed.

- **Police Chief Sal Raygoza** – busy 4th of July with calls on illegal fireworks, would like to pass an ordinance to hold property owners responsible for any illegal fireworks setoff at their homes, will work with the City Attorney. Council Member Lopez suggested including fired guns in the ordinance, since New Year's is coming and there has been issues with that in the past. Department had a couple of search warrants that are leading to other search warrants or arrests, working to keep illegal drugs out of the city, we have seen fentanyl in town. Will have a full-time Code Enforcement, so he will be addressing issues throughout town. Would like to have a workshop for business owners to make sure they all comply with regulations with tobacco sales, are not selling to minors, business license and provide additional information. Have been busy at the new police station moving, transferring services, getting the landscape completed, & putting the finishing touches. Has about 250 kids' sign-up for PAL soccer program.
- **Council Member Jenkins** – Has Police planned anything to meet with parents in the community to address the vapes & illegal drug use with kids as an educational or outreach program. We have had a few cases of fentanyl in town, is there a Narcan available, where, do officer have them with them to assist if needed, should we ever need to save someone. Police Chief Raygoza is collaborating with the school to address these issues and the School District is willing to pay for a resource officer. Like to make the city better place for staff, we have been losing a lot of staff lately & want to change us (Firebaugh) just a steppingstone. We need to make and keep things positive, motivate staff and management should get raining and how to treat people to make it a better place so staff wants to be stay.
- **Finance Director, Pio Martin** – working on yearend reports and preparing for the audit.
- **City Attorney, James McCann** – working with previous city attorney and staff to get caught up to make the transition.
- **City Clerk Amanda Fleming** - reported she had received comments about the food trucks in town, don't want to look like Mendota and business owners prefer to have the food trucks to operate after restaurants are closed to avoid losing business. Resident recommended limits the number of trucks to operate in town, instead of leaving it open to everyone.
- **Deputy City Clerk, Rita Lozano** – will work with the new attorney to get all the required training for city council and staff to be in compliance .
- **Council Member Renteria** - Thanked everyone/team/staff that worked on the negotiations, it's hard work and it's not easy.
- **Council Member Perez** – had a great meeting last Friday, need to make things better, asked the City Manager to open the restroom for 4 hours at the rodeo grounds, because Gabby cannot let people in to use the restrooms, when their using the hall.

PUBLIC COMMENT None

- ❖ *Motion to enter close session at 8:12 pm by Council Member Jenkins, second by Council Member Renteria, motion passes by a 4-0 vote.*

CLOSED SESSION

15. **Government Code Section 54957.6.**

CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED & UNREPRESENTED EMPLOYEES
City Negotiator: Ben Gallegos
Employee Organizations: Police & Public Works bargaining units and all unrepresented positions.

- ❖ *Motion to return from close session at 8:30 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 4-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

No reportable action, no action taken.

ADJOURNMENT

- ❖ *Motion to adjourn at 8:32 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 4-0 vote.*

FIREBAUGH CITY COUNCIL

STAFF REPORT

Date: August 7, 2023
To: Firebaugh City Council
From: Karl Schoettler, Planning Consultant
Subject: General Plan Amendment/Zone Change 2023-01 (Tirado/Nunez)

Summary/Recommendation

The action proposes a zone change and General Plan land use amendment on a parcel on the east side of Lyon Avenue, north of Highway 33. The parcel is currently zoned “C-1” (Neighborhood Commercial). As an option, a second adjoining parcel is also offered for consideration for a similar zone change.

It is recommended the City Council take the following actions:

- Ask for the City Planner to deliver the staff report.
- Ask any questions of staff regarding the project.
- Open the public hearing and accept any public testimony regarding the project.
- Close the public hearing and discuss the project further as necessary.
- Ask for a motion for action on the project. It is recommended the Council approve the project by taking action on the following:

Introduce Ordinance 23-01

Adopt Resolution No. 23-32 (General Plan land use amendment and environmental finding).

Discussion/Analysis

The owner of the parcel at 9512 N. Dos Palos Road has submitted a request to rezone and re-designate the subject 1.5-acre parcel, located on the east side of Lyon Avenue, about 540 feet north of State Highway 33 (see Map 1 for the project location; Map 2 is an aerial photo of the site).

The site is currently zoned “C-1” (Neighborhood Commercial) and is designated “Neighborhood Commercial” on the land use map of the Firebaugh General Plan. The property owner has applied to change the zoning of the site to the “R-2” zone (Low Density Multiple-Family Residential) and amend the General Plan land use designation to “Medium Density Residential”.

The purpose of the request is to allow the applicant to potentially construct several additional dwellings on the site. The parcel currently has two-single family homes and an existing storage unit on-site. The applicant's initial intent is to bring the existing units up to code.

Staff believes the request is appropriate and should be granted. When the General Plan was adopted, it designated this parcel and several others in the surrounding area (totaling about 20 acres) to accommodate a future shopping center. This was largely because Firebaugh had no other large area of vacant land that could accommodate such a development.

Interest in a shopping center never materialized in this area, and the City has since approved a series of zone changes for most of these surrounding parcels over the past few years for residential development. These included a 40-unit apartment complex, a 56-unit apartment complex and a 42-lot single family residential subdivision.

Given the transition of these adjacent parcels to residential zoning, staff believes it is appropriate to allow the subject 1.5-acre parcel to be rezoned for residential use.

Option for Adjacent Parcel to the North

In order to promote harmony in zoning and future development, staff also reached out to the owner of the parcel immediately to the north (Duran), to determine if they would be interested in joining this zone change (see Map 1). The parcel to the north contains about 0.4-acre, a single family home, and is also zoned "C-1" (Neighborhood Commercial).

If the subject 1.5-acre site is rezoned, it would leave the 0.4-acre parcel at the north end of Lyon Avenue with commercial zoning – despite the fact that it is a residential parcel and there are no plans for commercial development.

No response was received from the parcel owner regarding the potential rezone. At this time the City Council (and Planning Commission) have the option of rezoning the second parcel "R-2" (and amending its land use designation from "Neighborhood Commercial" to "Medium Density Residential"). Again, staff believes this would promote greater harmony in terms of existing and future land uses.

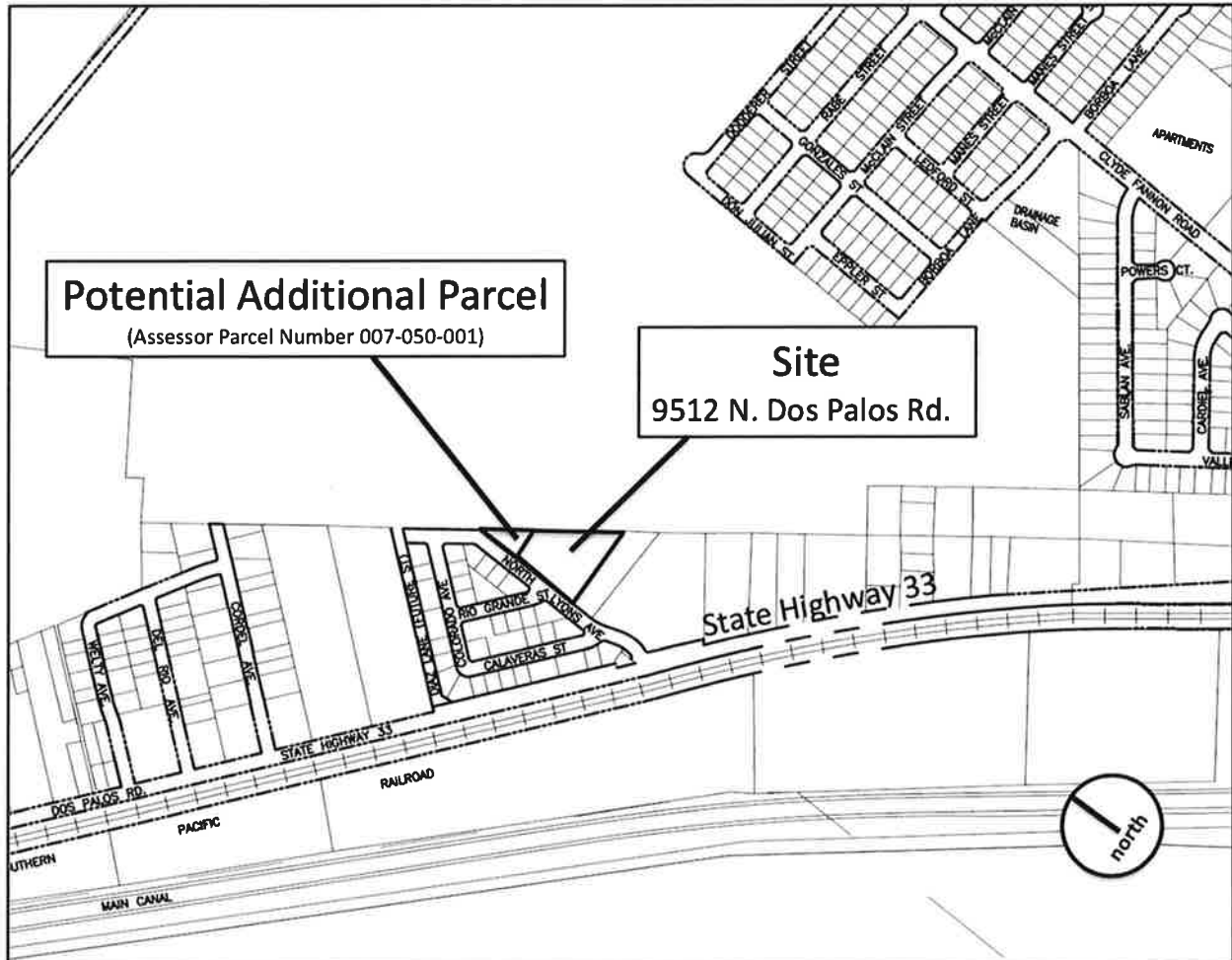
Planning Commission Action

The Planning Commission conducted a public hearing on the request on July 10, 2023. The applicant spoke in support of the zone change for their parcel. Following discussion, the Commission voted unanimously to recommend approval of the zone change and General Plan amendment. In addition, the Commission recommended adding the parcel to the north to the General Plan amendment and zone change.

Environmental Review

Staff reviewed the request for potential impacts on the environment and determined the project can be exempted from formal environmental review. This is primarily because the zone change will facilitate a land use (residential dwellings) that is less intense in nature than commercial uses that are permitted in the Neighborhood Commercial zone. Further, the project will be more consistent with surrounding residential uses that have been recently approved. Accordingly, staff recommends the City Council adopt a “Notice of Exemption”.

Map 1: Location



Map 2: Aerial Photo



BACKGROUND INFORMATION

Applicant/
Owner: Romelia Nunez, Laura Tirado, and Jose Tirado
9512 N Dos Palos Rd
Firebaugh, CA 93622

Location: The subject site is on the east side of Lyon Avenue, about 540 feet north of N. Dos Palos Road (State Highway 33). The Assessor Parcel Number of that site is 007-050-002. The Assessor Parcel Number of the second optional parcel (immediately north) is 007-050-001.

Request: The applicant is requesting approval of a General Plan land use amendment to change the land use designation for the parcel at the subject site from "Neighborhood Commercial" to "Medium Density Residential" and to change the zoning from "C-1" (Neighborhood Commercial) to "R-2" (Low Density Multiple-Family Residential).

Site: The subject site contains approximately 1.5 acres and currently has two-single family homes and an existing storage unit on-site.

Surrounding land uses are as follows:

North: Single family home
South: Single family homes
East: Agriculture (field crops)
West: Single family homes

Zone: Key zoning standards for the "R-2" (Low Density Multiple Family Residential) zone are as follows:

Density: One dwelling per 3,250 square feet of lot area
Front yard setback: 15 feet, minimum (exceptions apply)
Rear yard setback: 10 feet, minimum
Side yard setback: 5 feet, minimum
Lot size: 6,500 square feet, minimum
Interior lot width: 60 feet, minimum
Corner lot width: 65 feet, minimum
Lot depth: 100 feet, minimum
Building height: 25 feet/2 stories, maximum
Parking: 1.5 spaces per dwelling

Surrounding zone classifications are as follows:

North: C-1 (Neighborhood Commercial)
South: R-1 (Single Family Residential)
West: R-1 (Single Family Residential)
East: R-1 (Single Family Residential)

General Plan: The subject site is currently designated “Neighborhood Commercial” by the Land Use Element of the Firebaugh General Plan. The “C-1” zone is consistent with this designation.

Access: Access to the site is provided by Lyon Avenue, which features one travel lane and one parking lane in each direction, along with curbs, gutters, and sidewalks.

Lyon leads south to North Dos Palos Road (State Highway 33). In the vicinity the highway is improved with one travel lane in each direction along with gravel shoulders. The intersection of Lyon and Highway 33 is controlled with a stop sign for southbound traffic on Lyon.

Infrastructure: The site has access to city water and sewer lines, which run under Lyon Avenue. Storm drainage is provided via surface swale. The applicant will be required to install curbs and gutters to handle storm drainage, upon development of the site.

Services: Police and fire protection are provided by the City of Firebaugh.

Environmental: The City has reviewed the action and has determined that it qualifies for an exemption from review for environmental impacts under Section 15061 (b) (3) “General Exemptions” of CEQA (California Environmental Quality Act). This type of exemption applies where, *“the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”*

ORDINANCE NO. 23-01

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 from “C-1” (Neighborhood Commercial) to “R-2” (Low Density Multiple Family Residential) as shown on Map 1. The subject parcels are situated on the east side of the Lyon Avenue alignment, approximately 540 feet north of N. Dos Palos Road.

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 7th day of August, 2023, and passed and adopted at a regular meeting of the City Council held on the _____ day of August, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

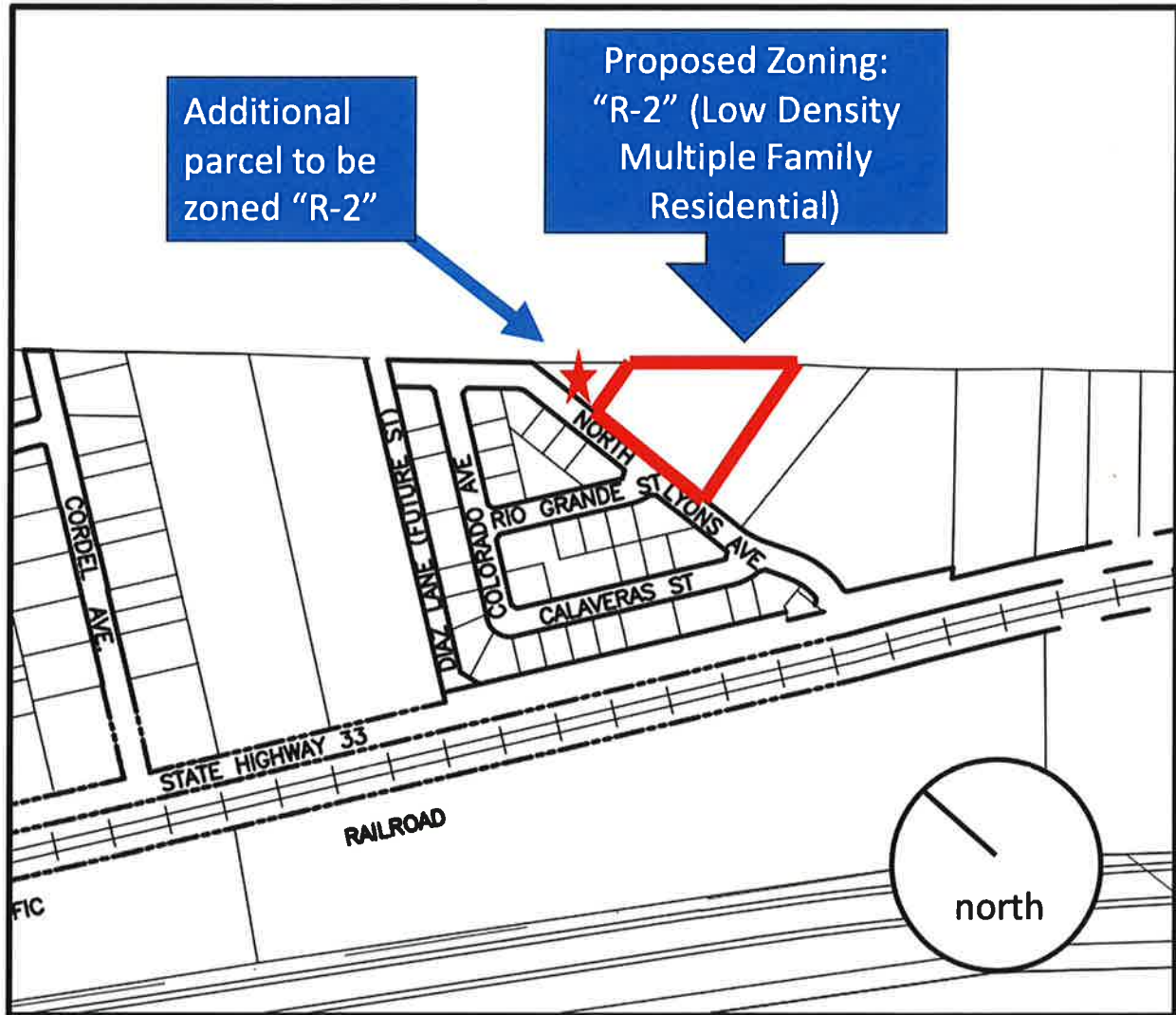
APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Map 1: Zone Change 2023-01



RESOLUTION NO. 23-32

**BEFORE THE CITY COUNCIL
CITY OF FIREBAUGH, COUNTY OF FRESNO
STATE OF CALIFORNIA.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING GENERAL PLAN AMENDMENT/ZONE CHANGE 2023-01
(TIRADO/NUNEZ)**

WHEREAS, an application for a General Plan Amendment and Zone Change was submitted by Romelia Nunez and Laura and Jose Tirado, 9512 N Dos Palos Rd, Firebaugh, CA 93622 for one parcel containing approximately one-and-a-half acre, located on the east side of Lyon Avenue, about 540 feet north of N. Dos Palos Road (State Highway 33) in the City of Firebaugh. The Assessor Parcel Number of the site is 007-050-002, and

WHEREAS, the applicant's specific requests include:

General Plan Amendment 2023-01 to change the Firebaugh General Plan's land use designation of the site from "Service Commercial" to "Medium Density Residential";

Zone Change 2023-01 to change the zoning of the site from C-1 (Neighborhood Commercial to R-2 (Low Density Multiple Family Residential).

WHEREAS, as an optional action the City Council was offered for consideration applying the identical General Plan Amendment and zone change to the parcel immediately to the north (Assessor Parcel Number 007-050-001). Upon deliberation, the City Council voted to include this parcel in the General Plan Amendment and zone change, finding that inclusion would result in more harmonious land use planning and also would eliminate an existing occurrence of a legal, non-conforming parcel (a residential dwelling on a commercially-zoned parcel), and

WHEREAS, the Firebaugh Planning Commission conducted a public hearing on this application and voted to recommend approval and to also include the adjacent parcel immediately to the north, as shown in Map 1.

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the City Council's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the City Council held a public hearing on the General Plan Amendment and zone change and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council, after considering all the evidence presented, determined the following findings were relevant in evaluating this request:

1. The proposed request will not have an adverse impact on the health, safety, or welfare of surrounding residents or on the community.
2. The proposed request is consistent with the goals, objectives, and policies of the Firebaugh General Plan.
3. The City prepared a Notice of Exemption (Section 15061 (b) (3) "General Exemptions") consistent with the requirements of CEQA (California Environmental Quality Act) which found that the proposed project will not have a significant impact on the environment, and is exempt from review.
4. The parcels are within Firebaugh's sewer, water, and storm drain service areas.
5. Both parcels (Assessor Parcel Numbers 007-050-002 and 007-050-001) are included in the General Plan Amendment and zone change.

NOW THEREFORE, BE IT FURTHER RESOLVED that General Plan Amendment 2023-01, as shown in Map 1 (attached), is hereby approved by the Firebaugh City Council.

The foregoing resolution was adopted upon a motion of Council Member _____, second by Council Member _____, at a regular meeting of the Firebaugh City Council on the 7th day of August, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

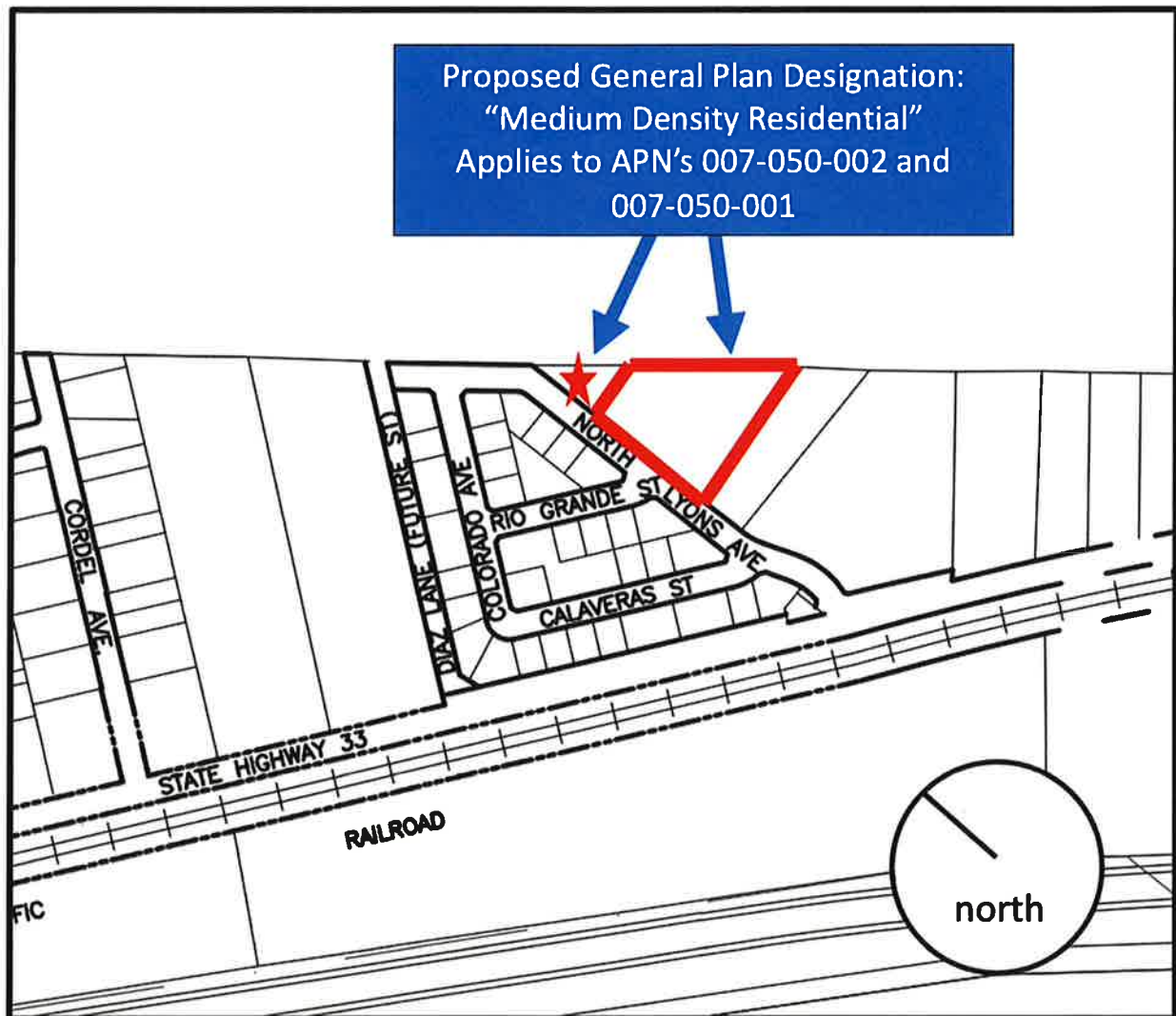
ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Map 1:

Proposed General Plan Land Use





TO: Felipe Perez and Council Members
FROM: Noe Martinez, PE, Gouveia Engineering Inc.
DATE: August 7, 2023
SUBJECT: Resolution No. 23-33 Accepting a Grant Deed for an In Fee Right of Way Dedication, a Grant of Easement for a 10-ft Public Utility Easement and a Grant of Easement for a Pedestrian Easement dedicated by the Fresno Housing Authority for APNs 007-140-04ST and 007-140-07ST and authorize the City Manager to execute a Certificate of Acceptance for recording of the Grant Deed and Grants of Easement

RECOMMENDATION:

Council by motion adopt Resolution No. 23-33 – Authorizing the following:

1. Accepting a Grant Deed for an In Fee Right of Way Dedication, a Grant of Easement for a 10-ft Public Utility Easement and a Grant of Easement for a Pedestrian Easement dedicated by the Fresno Housing Authority for APNs 007-140-04ST and 007-140-07ST and authorize the City Manager to execute a Certificate of Acceptance for recording of the Grant Deed and Grants of Easement

BACKGROUND:

The Fresno Housing Authority owns and operates an existing multifamily housing complex at the intersection of Clyde Fannon and P Street in the City of Firebaugh. The housing complex is in disrepair and will be rebuilt with new buildings and infrastructure in two phases. The project proposes to remove the existing 34-unit residential complex and develop a new 68-unit multi-family residential complex in thirteen 2-story buildings, along with a community center building, a laundry/utility building, 110-space parking lot (with 64 covered parking spaces) open space with children's play area, basketball court, grassy play area, barbecues, landscaping, walkways, light fixtures, trash enclosures, street connections and utility connections.

On July 13, 2020, the Planning Commission of the City of Firebaugh approved Site Plan Review 2020-02 for the redevelopment of the housing complex site on Clyde Fannon and P Street designated with APNs 007-140-04ST and 007-140-07ST. The project site plan was approved subject to Conditions of Approval for construction and right of way/easement dedications.

DISCUSSION:

The project was required to dedicate 32 feet of right of way for the west half of P Street extending the length of the project frontage and 31 feet of right of way for the south half of Clyde Fannon extending the length of the project frontage. The dedication also includes 33 feet of right of way for the east half of P Street and 32 feet of right of way for the south half of Clyde Fannon extending the north property line for APN 007-140-04ST (east of P Street).

The Conditions of Approval for this project also required the dedication of a 10' Public Utility Easement (PUE) along the property street frontages of Clyde Fannon and P Street. A pedestrian easement at the project entrances on Clyde Fannon and P Street are also been dedicated for the curb ramps right of way. The pedestrian easements vary in width and are described in the dedication documents.

The right of way, PUE and pedestrian easement dedications to the City of Firebaugh should be filed with the County Recorder's office prior to the issuance of a certificate of occupancy for this project.

The Fresno Housing Authority has prepared the attached Grant Deed and Grants of Easement for the dedication of said rights of way and easements. City staff has reviewed the dedication documents and recommends that the City Council accept the In Fee Right of Way, PUE and pedestrian easement for the project properties for recording.

The resolution also authorizes the City Manager to execute the attached Certificate of Acceptance for recording of the Grant Deed and Grants of Easement.

FISCAL IMPACT:

There would be no fiscal impact for this item.

ATTACHMENTS:

Resolution No. 23-33
Grant Deed for In Fee Right of Way Dedication dated 7/20/2023
Grant of Easement for Public Utility Easement dated 7/20/2023
Grant of Easement for Pedestrian Easement dated 7/20/2023
Certificate of Acceptance

RESOLUTION NO. 23-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ACCEPTING A GRANT DEED FOR AN IN-FEE RIGHT OF WAY DEDICATION, A
GRANT OF EASEMENT FOR A 10-FT PUBLIC UTILITY EASEMENT AND A GRANT
OF EASEMENT FOR A PEDESTRIAN EASEMENT DEDICATED BY THE FRESNO
HOUSING AUTHORITY FOR APNs 007-140-04ST AND 007-140-07ST AND AUTHORIZE
THE CITY MANAGER TO EXECUTE A CERTIFICATE OF ACCEPTANCE FOR
RECORDING OF THE GRANT DEED AND GRANTS OF EASEMENT**

WHEREAS, the Planning Commission of the City of Firebaugh approved the Site Plan Review 2020-02 on July 13, 2020, for the redevelopment of a multifamily housing complex by the Fresno Housing Authority; and

WHEREAS, the subject property is located at the intersection of Clyde Fannon and P Street designated with APNs 007-140-04ST and 007-140-07ST; and

WHEREAS, the project site plan was approved subject to Conditions of Approval for construction, right of way and easement dedications; and

WHEREAS, the project was required to dedicate 32 feet of right of way for the west half of P Street extending the length of the project frontage; and

WHEREAS, the project was also required to dedicate 31 feet of right of way for the south half of Clyde Fannon Drive extending the length of the project frontage; and

WHEREAS, the dedication also includes 33 feet of right of way for the east half of P Street and 32 feet of right of way for the south half of Clyde Fannon Drive extending the north property line for APN 007-140-04ST (east of P Street); and

WHEREAS, the Conditions of Approval for this project also required the dedication of a 10' Public Utility Easement (PUE) along the property street frontages of Clyde Fannon Drive and P Street; and

WHEREAS, a pedestrian easement, varying in width, at the project entrances on Clyde Fannon Drive and P Street are also been dedicated for the curb ramps right of way; and

WHEREAS, the City has obtained the executed grant deed and grants of easement for the right of way dedications, PUE, and pedestrian easements from the property owner, Fresno Housing Authority; and

WHEREAS, the City desires to accept the right of way dedications, PUE, and pedestrian easements from said property owner and record the grant deed and grants of easement prior to the issuance of a certificate of occupancy for this project; and

WHEREAS, the City Council delegates authority to the City Manager to execute a Certificate of Acceptance for the recording of said grant deed and grants of easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Firebaugh hereby:

1. The above recitals are true and correct findings of the Firebaugh City Council.
2. The Right of Way Dedication Grant Deed dated July 20, 2023, the Public Utility Easement Grant of Easement dated July 20, 2023, and Pedestrian Easement Grant of Easement dated July 20, 2023, from the Fresno Housing Authority are hereby accepted.
3. The City Manager is hereby directed and authorized to execute the Certificate of Acceptance.

The foregoing resolution was duly adopted by the Firebaugh City Council at a regular meeting of the City Council of the City held on August 7, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Recording Requested By:
Public Works Department
City of Firebaugh
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Firebaugh
1133 P St.
Firebaugh, CA. 93622

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 007-140- 04st & 07st (portions)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Housing Authority of Fresno County, a body corporate and politic,

GRANTOR, hereby GRANTS to the City of Firebaugh, a municipal corporation, in fee for public street and utility purposes over, under, through and across that Real Property situated in the City of Firebaugh, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B" which are attached and incorporated herein.

Housing Authority of Fresno County, a body corporate and politic

By: Tammy Townsend Date: 07-20-2023
Print name: Tammy Townsend
Title: Deputy Executive Director

By: Tammy Townsend Date: 7/20/23
Print name:
Title: Deputy Executive Director

ALL-PURPOSE ACKNOWLEDGMENT

(Additional Information)

EXHIBIT "A"

Legal Description

Public Street and Public Utilities

Those portions of Sections 20 and 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 20; thence South $89^{\circ}45'00''$ West, along the South line of said Section 20, a distance of 214.52 feet to the Westerly line of the 30.00 foot wide water, sewer and storm drain easement as shown on Map of Tract No. 3423, titled 'Rubi Gardens', recorded on November 8, 1981, in Book 39 of Plats at Pages 4 through 7, Fresno County Records; thence North $37^{\circ}35'30''$ West, a distance of 35.86 feet to the centerline of Clyde Fannon Drive; thence North $53^{\circ}01'00''$ East, along said centerline, a distance of 30.00 feet to the **POINT OF BEGINNING**; thence North $53^{\circ}01'00''$ East, continuing along said centerline, a distance of 20.22 to the beginning of tangent curve, concave Northwesterly, with a radius of 500.00 feet; thence Northeasterly along last said curve and said centerline, through a central angle of $45^{\circ}36'22''$, an arc distance of 397.99 feet to the most Westerly Southwest corner of the parcel described in the Deed recorded on February 25, 1952, in Book 3164, Page 169, Official Records Fresno County; thence along the most Westerly South line of said Deed, South $89^{\circ}37'00''$ East, a distance of 32.23 feet to a non-tangent curve parallel with and 32.00 feet Southeasterly of said centerline, concave Northwesterly, with a radius of 532.00 feet, to which a radial bears South $83^{\circ}00'51''$ East; thence Southwesterly, along the arc of last said curve and parallel with and 32.00 feet Easterly of said centerline, through a central angle of $14^{\circ}14'18''$, an arc distance of 132.21 feet; thence South $18^{\circ}45'13''$ East, a distance of 24.80 feet; thence South $63^{\circ}20'00''$ East, a distance of 478.88 feet to the beginning of a curve, concave Southwesterly, with a radius of 543.00 feet; thence Southeasterly along the arc of last said curve, through a central angle of $22^{\circ}45'04''$, an arc distance of 215.61 feet; thence South $40^{\circ}34'56''$ East, a distance of 14.40 feet to the Northerly line of "P" Street, previously dedicated on said Map of Tract No. 3423; thence South $49^{\circ}25'04''$ West, along said Northerly line, a distance of 65.00 feet; thence leaving said Northerly line, North $40^{\circ}34'56''$ West, a distance of 14.40 feet, to the beginning of a curve, concave Southwesterly, with a radius of 478.00 feet; thence Northwesterly, along the arc of last said curve, through a central angle of $22^{\circ}45'04''$, an arc distance of 189.80 feet; thence North $63^{\circ}20'00''$ West, a distance of 471.94 feet; thence South $77^{\circ}46'15''$ West, a distance of 33.21 feet to an arc parallel with and 31.00 feet Southeasterly of said centerline and the beginning of a non-tangent curve, concave Northwesterly, with a radius of 531.00 feet, to which a radial bears South $57^{\circ}37'35''$ East; thence Southwesterly along the arc of last said curve and parallel with and 31.00 feet Southeasterly of said centerline, through a central angle of $20^{\circ}38'35''$, an arc distance of 191.31 feet; thence South $53^{\circ}01'00''$ West, parallel with and 31.00 feet Southeasterly of said centerline, a distance of 19.89 feet to a point of intersection of the Easterly line of said 30.00 foot wide easement and a line parallel with and 31.00 feet Southerly of said centerline; thence North $37^{\circ}35'30''$ West along said Easterly line, a distance of 31.00 feet to the **POINT OF BEGINNING**.

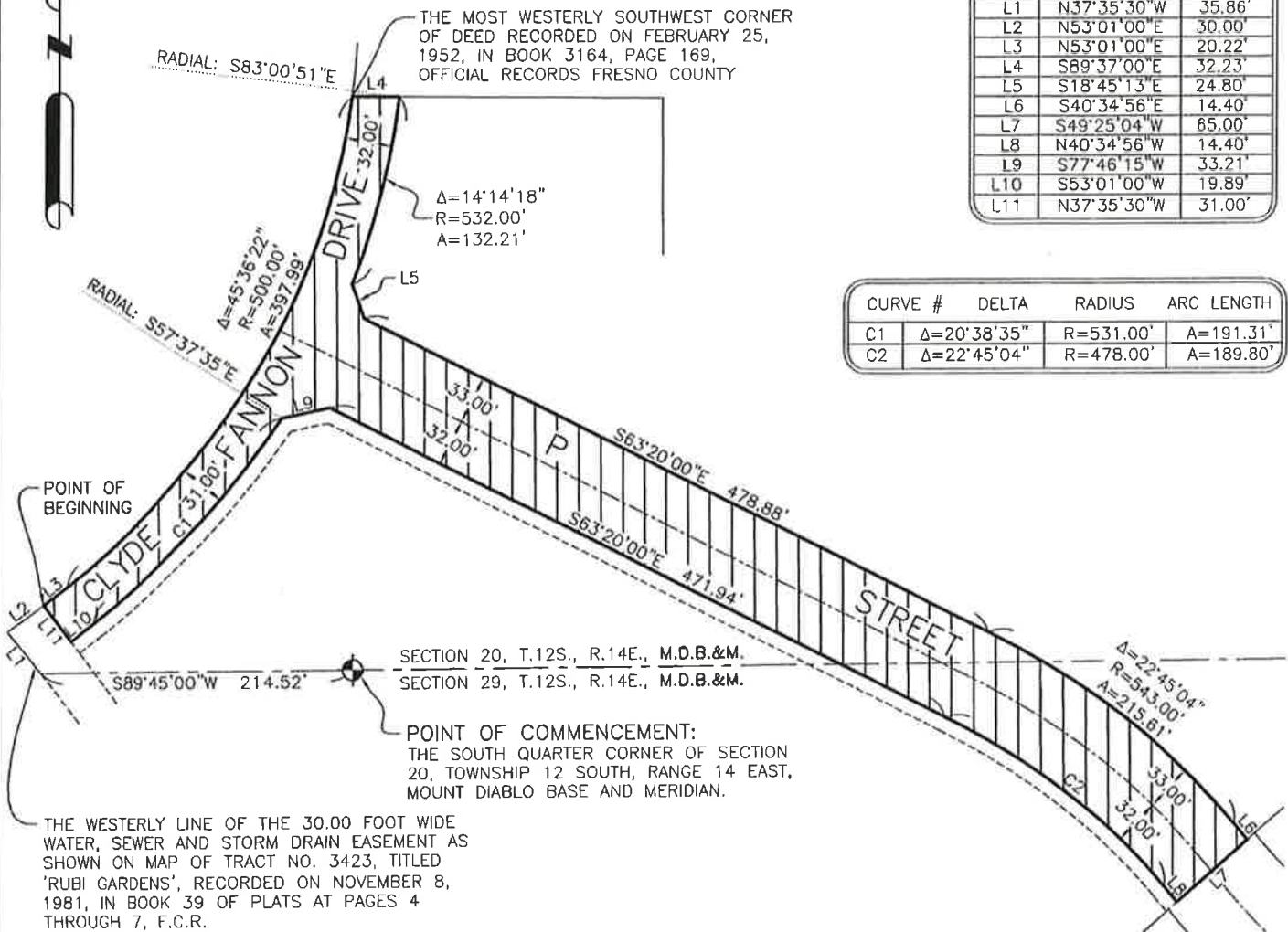
Containing 60,261 square feet, more or less.



EXHIBIT "B"

LINE #	BEARING	DISTANCE
L1	N37°35'30"W	35.86'
L2	N53°01'00"E	30.00'
L3	N53°01'00"E	20.22'
L4	S89°37'00"E	32.23'
L5	S18°45'13"E	24.80'
L6	S40°34'56"E	14.40'
L7	S49°25'04"W	65.00'
L8	N40°34'56"W	14.40'
L9	S77°46'15"W	33.21'
L10	S53°01'00"W	19.89'
L11	N37°35'30"W	31.00'

CURVE #	DELTA	RADIUS	ARC LENGTH
C1	$\Delta=20^{\circ}38'35"$	R=531.00'	A=191.31'
C2	$\Delta=22^{\circ}45'04"$	R=478.00'	A=189.80'



LEGEND

INDICATES AREA TO BE DEEDED TO THE CITY OF FIREBAUGH IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.

AREA: 60,261 SQUARE FEET, +/-

OWNER: FRESNO COUNTY HOUSING AUTHORITY

APN(S): 007-140-04ST & 007-140-07ST

INDICATES LOT NUMBER PER MAP OF TRACT NO. 3423, TITLED 'RUBI GARDENS', RECORDED ON NOVEMBER 8, 1981, IN BOOK 39 OF PLATS AT PAGES 4 THROUGH 7, F.C.R.

F.C.R. FRESNO COUNTY RECORDS



SOURCE OF DATA

QUITCLAIM DEED RECORDED ON MAY 22, 1957, IN BOOK 3943, PAGE 580, OFFICIAL RECORDS FRESNO COUNTY



PREPARED BY:

DIXON & ASSOCIATES, INC.
LAND SURVEYING

620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

DATE: APR. 12, 2023
SCALE: 1" = 120'
DWN BY: PB
WO: 20-024

REVISIONS:

PAGE NO.

1

OF 1 PAGES

Recording Requested By:
Public Works Department
City of Firebaugh
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Firebaugh
1133 P St.
Firebaugh, CA. 93622

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 007-140- 04st & 07st (portions)

GRANT OF EASEMENT

Housing Authority of Fresno County, a body corporate and politic,

GRANTOR, hereby GRANTS to the City of Firebaugh, a municipal corporation,
GRANTEE, an easement for public utility purposes over, under, through and across that
Real Property situated in the City of Firebaugh, County of Fresno, State of California,
more particularly described and shown as follows:

See Exhibits "A" and "B" which are attached and incorporated herein.

Housing Authority of Fresno County, a body corporate and politic

By: Tammy Townsend Date: 07-20-2023
Print name: Tammy Townsend
Title: Deputy Executive Director

By: _____ Date: _____
Print name: _____
Title: _____

CALIFORNIA

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of **FRESNO**

On July 20, 2023, before me, Jaicee Kiara Felan, Notary Public, personally appeared, Tammy Townsend, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jaicee Kiara Felan
Signature of Notary Public

(Notary Seal)

Description of the Attached Document (*optional*)

Title or description of attached document

Number of Pages: Document Date:

(Additional Information)

EXHIBIT "A"

Legal Description of Easement

Public Utility Easement

Those portions of Sections 20 and 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, according to the Official Plat thereof, more particularly described as follows:

BEGINNING at a point of intersection of the Easterly line of the 30.00 foot wide water, sewer and storm drain easement as shown on Map of Tract No. 3423, titled 'Rubi Gardens', recorded on November 8, 1981, in Book 39 of Plats at Pages 4 through 7, Fresno County Records and a line parallel with and 31.00 feet Southerly of the centerline of Clyde Fannon Drive; thence North 53°01'00" East, parallel with and 31.00 feet Southeasterly of said centerline, a distance of 19.89 feet to the beginning of a curve, concave Northwesterly, with a radius of 531.00 feet; thence Northeasterly along the arc of said curve parallel with and 31.00 feet Southwesterly of said centerline, through a central angle of 20°38'35", an arc distance of 191.31 feet; thence North 77°46'15" East, a distance of 33.21 feet; thence South 63°20'00" East, a distance 471.94 feet to the beginning of a curve, concave Southwesterly, with a radius of 478.00 feet; thence Southeasterly along the arc of last said curve through a central angle of 22°45'04", an arc distance of 189.80 feet; thence South 40°34'56" East, a distance of 14.40 feet to the Northerly line of 'P' Street as shown on Map of Tract No. 3423, titled 'Rubi Gardens', recorded on November 8, 1981, in Book 39 of Plats at Pages 4 through 7, Fresno County Records; thence South 49°25'04" West, a distance of 10.00 feet; thence North 40°34'56" West, a distance of 14.40 feet to the beginning of a curve, concave Southwesterly, with a radius of 468.00 feet; thence Northwesterly along the arc of last said curve, through a central angle of 22°45'04", an arc distance of 185.83 feet; thence North 63°20'00" West, a distance of 468.41 feet; thence South 77°46'15" West, a distance of 25.52 feet to an arc parallel with and 41.00 feet Southeasterly of said centerline and the beginning of a non-tangent curve, concave Northwesterly, with a radius of 541.00 feet, to which a radial bears South 57°10'54" East; thence Southwesterly along the arc of last said non-tangent curve and parallel with and 41.00 feet Southeasterly of said centerline, through a central angle of 20°11'54", an arc distance of 190.72 feet; thence South 53°01'00" West, parallel with and 41.00 feet Southeasterly of said centerline, a distance of 19.78 feet to a point of intersection of the Easterly line of said 30.00 foot wide easement and a line parallel with and 41.00 feet Southeasterly of said centerline; thence North 37°35'30" West, along said Easterly line, a distance of 10.00 feet to the **POINT OF BEGINNING**

Containing 9,126 square feet, more or less.



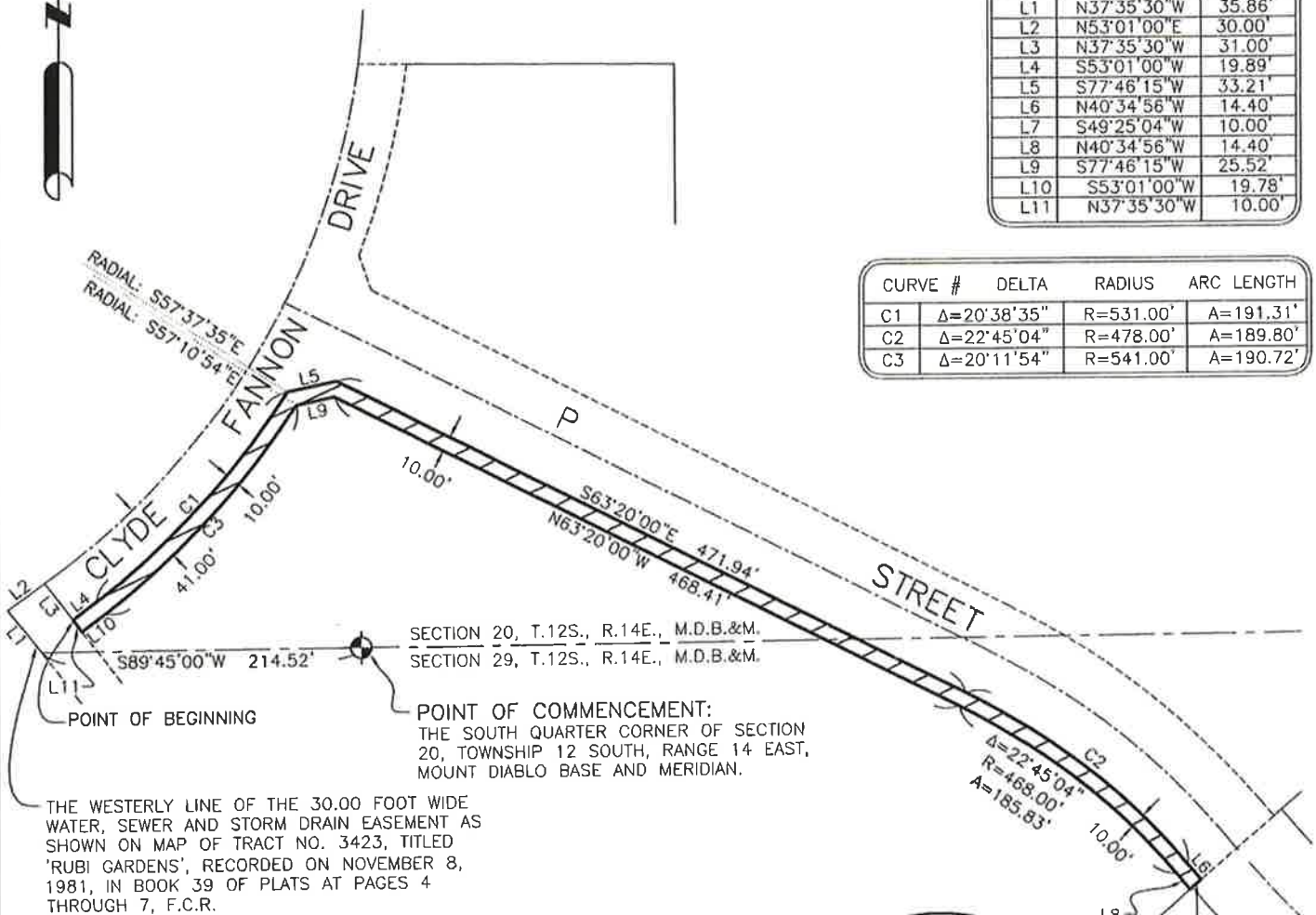
5.25-23

EXHIBIT "B"



LINE #	BEARING	DISTANCE
L1	N37°35'30"W	35.86'
L2	N53°01'00"E	30.00'
L3	N37°35'30"W	31.00'
L4	S53°01'00"W	19.89'
L5	S77°46'15"W	33.21'
L6	N40°34'56"W	14.40'
L7	S49°25'04"W	10.00'
L8	N40°34'56"W	14.40'
L9	S77°46'15"W	25.52'
L10	S53°01'00"W	19.78'
L11	N37°35'30"W	10.00'

CURVE #	DELTA	RADIUS	ARC LENGTH
C1	$\Delta=20^{\circ}38'35''$	R=531.00'	A=191.31'
C2	$\Delta=22^{\circ}45'04''$	R=478.00'	A=189.80'
C3	$\Delta=20^{\circ}11'54''$	R=541.00'	A=190.72'



LEGEND



INDICATES AREA TO BE DEEDED TO THE CITY OF FIREBAUGH AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES.

AREA: 9,126 SQUARE FEET, +/-

OWNER: FRESNO COUNTY HOUSING AUTHORITY

APN(S): 007-140-04ST & 007-140-07ST

177

INDICATES LOT NUMBER PER MAP OF TRACT NO. 3423, TITLED 'RUBI GARDENS', RECORDED ON NOVEMBER 8, 1981, IN BOOK 39 OF PLATS AT PAGES 4 THROUGH 7, F.C.R.

F.C.R. FRESNO COUNTY RECORDS

SOURCE OF DATA

QUITCLAIM DEED RECORDED ON MAY 22, 1957, IN BOOK 3943, PAGE 580, OFFICIAL RECORDS FRESNO COUNTY



5-25-23

PREPARED BY:

DIXON & ASSOCIATES, INC.
LAND SURVEYING

620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

DATE: MAY 2, 2023
SCALE: 1" = 120'
OWN BY: PB
WO: 20-024

REVISIONS:

PAGE NO.

1

OF 1 PAGES

Recording Requested By:
Public Works Department
City of Firebaugh
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Firebaugh
1133 P St.
Firebaugh, CA. 93622

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 007-140- 04st & 07st (portions)

GRANT OF EASEMENT

Housing Authority of Fresno County, a body corporate and politic,

GRANTOR, hereby GRANTS to the City of Firebaugh, a municipal corporation,
GRANTEE, an easement for public pedestrian purposes over, under, through and across
that Real Property situated in the City of Firebaugh, County of Fresno, State of California,
more particularly described and shown as follows:

See Exhibits "A" and "B" which are attached and incorporated herein.

Housing Authority of Fresno County, a body corporate and politic

By: Tammy Townsend Date: 07-20-2023
Print name: Tammy Townsend
Title: Deputy Executive Director

By: _____ Date: _____
Print name: _____
Title: _____

EXHIBIT "A"

Legal Description of Easement

Public Pedestrian Easement 1

That portion of Section 20, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING at a point of intersection of the Easterly line of the 30.00 foot wide water, sewer and storm drain easement as shown on Map of Tract No. 3423, titled 'Rubi Gardens', recorded on November 2, 1981, in Book 39 of Plats at Pages 4 through 7, Fresno County Records and a line parallel with and 31.00 feet Southeasterly of the centerline of Clyde Fannon Drive; thence North $53^{\circ}01'00''$ East, parallel with and 31.00 feet Southeasterly of said centerline, a distance of 19.89 feet to the beginning of a curve, concave Northwesternly, with a radius of 531.00 feet; thence Northeasterly along the arc of said curve parallel with and 31.00 feet Southeasterly of said centerline, through a central angle of $03^{\circ}16'37''$, an arc distance of 30.37 feet to the **POINT OF BEGINNING**; thence continuing along the arc of last said curve, through a central angle of $07^{\circ}27'21''$, an arc distance of 69.10 feet; thence leaving said curve, South $02^{\circ}12'07''$ West, a distance of 13.92 feet; thence South $40^{\circ}47'44''$ West, a distance of 38.15 feet; thence South $44^{\circ}44'16''$ West, a distance of 10.09 feet; thence North $83^{\circ}18'24''$ West, a distance of 17.23 feet to the **POINT OF BEGINNING**.

Containing 635 square feet, more or less.



EXHIBIT "A"

Legal Description of Easement

Public Pedestrian Easement 2

Those portions of Sections 20 and 29, Township 12 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Firebaugh, County of Fresno, State of California, according to the Official Plat thereof, more particularly described as follows:

COMMENCING at a point of intersection of the Easterly line of the 30.00 foot wide water, sewer and storm drain easement as shown on Map of Tract No. 3423, titled 'Rubi Gardens', recorded on November 2, 1981, in Book 39 of Plats at Pages 4 through 7, Fresno County Records and a line parallel with and 31.00 feet Southerly of the centerline of Clyde Fannon Drive; thence North 53°01'00" East, parallel with and 31.00 feet Southeasterly of said centerline, a distance of 19.89 feet to the beginning of a curve, concave Northwesterly, with a radius of 531.00 feet; thence Northeasterly along the arc of said curve parallel with and 31.00 feet Southeasterly of said centerline, through a central angle of 20°38'35", an arc distance of 191.31 feet; thence North 77°46'15" East, a distance of 33.21 feet to a point on the Southwesterly right of way of P Street; thence South 63°20'00" East along said Southwesterly right of way, a distance of 352.19 feet to the **POINT OF BEGINNING**; thence continuing along last said line, South 63°20'00" East, a distance of 81.35 feet; thence South 84°16'01" West, a distance of 16.42 feet; thence North 63°59'02" West, a distance of 55.12 feet; thence North 26°02'01" West, a distance of 15.55 feet to the **POINT OF BEGINNING**.

Containing 621 square feet, more or less.



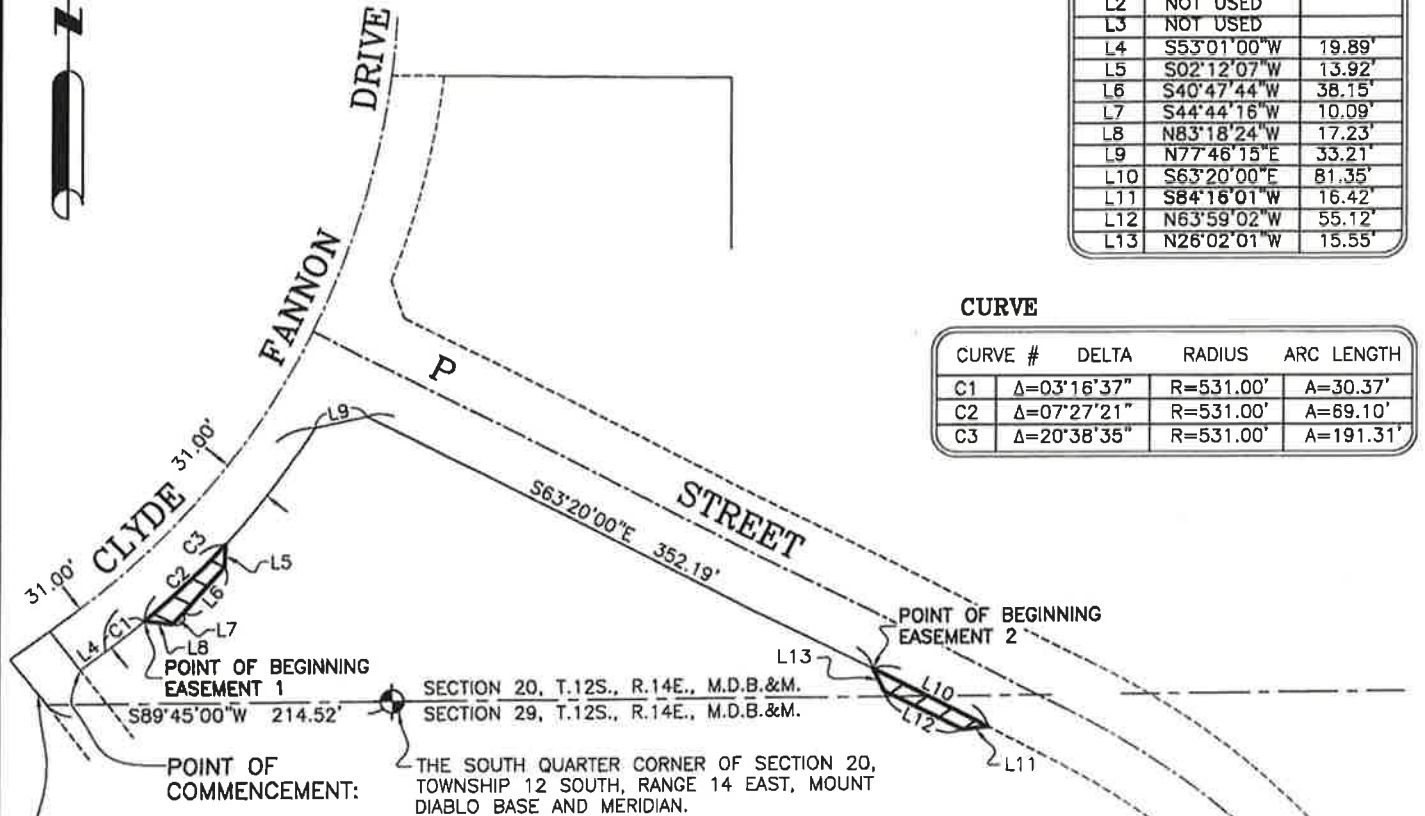
EXHIBIT "B"

LINE

LINE #	BEARING	DISTANCE
L1	NOT USED	
L2	NOT USED	
L3	NOT USED	
L4	S53°01'00"W	19.89'
L5	S02°12'07"W	13.92'
L6	S40°47'44"W	38.15'
L7	S44°44'16"W	10.09'
L8	N83°18'24"W	17.23'
L9	N77°46'15"E	33.21'
L10	S63°20'00"E	81.35'
L11	S84°16'01"W	16.42'
L12	N63°59'02"W	55.12'
L13	N26°02'01"W	15.55'

CURVE

CURVE #	DELTA	RADIUS	ARC LENGTH
C1	$\Delta=03^{\circ}16'37''$	R=531.00'	A=30.37'
C2	$\Delta=07^{\circ}27'21''$	R=531.00'	A=69.10'
C3	$\Delta=20^{\circ}38'35''$	R=531.00'	A=191.31'



THE WESTERLY LINE OF THE 30.00 FOOT WIDE WATER, SEWER AND STORM DRAIN EASEMENT AS SHOWN ON MAP OF TRACT NO. 3423, TITLED 'RUBI GARDENS', RECORDED ON NOVEMBER 2, 1981, IN BOOK 39 OF PLATS AT PAGES 4 THROUGH 7, F.C.R.

LEGEND

EASEMENT AREA 1:
INDICATES AREA TO BE DEEDED TO THE CITY OF FIREBAUGH AS AN EASEMENT FOR PEDESTRIAN PURPOSES.

AREA: 635 SQUARE FEET, +/-

EASEMENT AREA 2:
INDICATES AREA TO BE DEEDED TO THE CITY OF FIREBAUGH AS AN EASEMENT FOR PEDESTRIAN PURPOSES.

AREA: 621 SQUARE FEET, +/-

OWNER: FRESNO COUNTY HOUSING AUTHORITY

APN(S): 007-140-04ST & 007-140-07ST

INDICATES LOT NUMBER PER MAP OF TRACT NO. 3423, TITLED 'RUBI GARDENS', RECORDED ON NOVEMBER 2, 1981, IN BOOK 39 OF PLATS AT PAGES 4 THROUGH 7, F.C.R.

F.C.R. FRESNO COUNTY RECORDS

SOURCE OF DATA

QUITCLAIM DEED RECORDED ON MAY 22, 1957, IN BOOK 3943, PAGE 580, OFFICIAL RECORDS FRESNO COUNTY



PREPARED BY:

DIXON & ASSOCIATES, INC.
LAND SURVEYING

620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

DATE: MAY 30, 2023
SCALE: 1" = 120'
DWN BY: PB
WO: 20-024

REVISIONS:

PAGE NO.

1

OF 1 PAGES

CERTIFICATE OF ACCEPTANCE
(Government Code § 27281)

This is to certify that the interest in real property, as shown on Exhibit "A" attached hereto, conveyed by the Right of Way Dedication Grant Deed dated July 20, 2023, the Public Utility Easement Grant of Easement dated July 20, 2023, and the Pedestrian Easement Grant of Easement dated July 20, 2023, from the HOUSING AUTHORITY OF FRESNO COUNTY, to the CITY OF FIREBAUGH, are hereby accepted by order of the Firebaugh City Council, by adoption of Resolution No. 2023-33, on August 7, 2023. The City of Firebaugh hereby consents to recordation thereof by its duly authorized officer.

Dated: _____, 2023

By: _____
Ben Gallegos, City Manager



TO: Felipe Perez and Council Members
FROM: Mario Gouveia, City Engineer
DATE: August 7, 2023
SUBJECT: Resolution No. 23-34 Accepting Completion for the CDBG Waterline Replacement Project No. 18-CDBG-12911. Authorizing the Deputy City Clerk to file a Notice of Completion with Fresno County, and Authorizing the City Manager to Make Final Payment of Retention Monies to Emmett's Excavation Inc.

RECOMMENDATION:

Council by motion adopt Resolution No. 23-34.

1. Accept Completion of CDBG Waterline Replacement Project No. 18-CDBG-12911.
2. Authorize the Deputy City Clerk to record a Notice of Completion with Fresno County.
3. Authorize the City to make payment of retention monies to Emmett's Excavation Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND:

The City of Firebaugh advertised the CDBG Waterline Replacement Project No. 18-CDBG-12911 on September 21, 2022, and bids were opened on October 25, 2022. Emmett's Excavation Inc. submitted the lowest responsive and responsible bid and was awarded a contract for \$1,657,092.00.

The project's construction phase started on December 19, 2022, and the major work consisted of constructing 4,354 LF of 8-inch and 10-inch waterlines, transferring 82 water services, installing 32 water valves, replacing 7 fire hydrants, repaving 166,915 SF of asphalt concrete, replacing 1,766 SF of concrete sidewalks at various streets in the City of Firebaugh.

The Contractor completed all work within the time required in the Contract Documents. A final inspection was performed, and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete, and a Notice of Completion filed. If no claims are filed within 35 days after recordation, retention in the amount of \$93,066.10 should be paid to Emmett's Excavation Inc.

FISCAL IMPACT:

The final construction contract cost inclusive of all authorized work was \$1,861,321.95. Construction of this project will be paid using Community Development Block Grant Funds.

A summary of contract costs are as follows:

PROJECT COST SUMMARY

Contract Award Amount	\$ 1,657,092.00
Change Order No. 1	\$ 27,200.00
Change Order No. 2	\$ 63,358.12
Change Order No. 3	\$ 87,350.00
Change Order No. 4	\$ 4,280.00
Change Order No. 5 (Balancing Change Order)	\$ 22,041.83
Actual Construction Cost	\$ 1,861,321.95

ATTACHMENTS:

1. Resolution No. 23-34
2. Notice of Completion

RESOLUTION NO. 23-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF THE CDBG WATERLINE REPLACEMENT PROJECT NO. 18-CDBG-12911, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO EMMETT'S EXCAVATION INC.

WHEREAS, the City of Firebaugh advertised the Project on September 21, 2022; and

WHEREAS, the City of Firebaugh received and publicly opened bids on October 25, 2022; and

WHEREAS, the City Council awarded a contract to Emmett's Excavation Inc. in the amount of \$1,657,092.00, on November 7, 2022; and

WHEREAS, Five change orders were issued during the course of the Project, increasing the contract price by \$204,229.95, for a total contract amount of \$1,861,321.95; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City Manager will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopts a Resolution to accept the CDBG Waterline Replacement Project No. 18-CDBG-12911 as complete.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to \$93,066.10 35 days after the recording date.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 7th day of August 2023.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	California
(if more than one owner of the interest stated, the name and address of each must be inserted)			

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**

4. That on the 10th day of July, 2023 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

Emmett's Excavation Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

Zozaya Street, Allardt Drive, Mendoza Drive, T Street, Logue Street, and R Street.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

August 7, 2023

Date

By: _____

Signature of Owner

Ben Gallegos, City Manager

City of Firebaugh

Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California
This 7th day of August, 2023.

City of Firebaugh

Owner

By: _____

Ben Gallegos, City Manager

City of Firebaugh



TO: Felipe Perez and Council Members
FROM: Mario Gouveia, City Engineer
DATE: August 7, 2023
SUBJECT: Resolution No. 23-35

RECOMMENDATION:

Council by motion adopt Resolution No. 23-35, Accepting completion of the 22/23 Concrete Improvements and Street Rehabilitation project, Authorize the City Clerk to file a Notice of Completion with Fresno County, and Authorize the City Manager to make final payment of retention monies to Terra West Construction, Inc.

BACKGROUND:

The City of Firebaugh identified the need for concrete and pavement repairs in various areas of the city. The City of Firebaugh advertised the 22/23 Concrete Improvements and Street Rehabilitation project on February 1, 2023, February 8, 2023, and February 15, 2023 and received a total of seven (7) bids that were opened on February 23, 2023. Terra West Construction, Inc. submitted the lowest responsive and responsible bid and was awarded a contract for \$454,373.00.

The project's construction phase started on April 24, 2023 and the major work consisted of constructing curb and gutter, sidewalk, and concrete repairs at various locations in the downtown area. The work also includes pulverizing and repaving a portion of 9th and M Street, and planing and repaving on O Street.

The Contractor completed all work and a final inspection has been performed and the work was found to be in compliance with the plans and specifications. Therefore, the work should be accepted as complete and a Notice of Completion filed with Fresno County. If no claims are filed within 35 days after recordation, the retention in the amount of \$34,155.02 should be paid to Terra West Construction, Inc.

ANALYSIS:

The final construction contract cost inclusive of all authorized work was \$683,100.39.

A summary of the contract costs are as follows:

Original Contract Award	\$	454,373.00
Change Order No. 1	\$	26,731.50
Change Order No. 2	\$	58,607.96
Change Order No. 3	\$	18,715.65
Change Order No.4	\$	5,000.00
Change Order No. 5 (Balancing Change Order)	\$	119,672.28
Final Construction Cost	\$	683,100.39

FISCAL IMPACT:

Construction of this project is funded using Local Funds

ATTACHMENTS:

1. Resolution No. 23-35
2. Notice of Completion

RESOLUTION NO. 23-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF 22/23 CONCRETE IMPROVEMENTS AND STREET REHABILITATION PROJECT, AUTHORIZING THE CITY CLERK TO RECORD A NOTICE OF COMPLETION WITH FRESNO COUNTY, AND AUTHORIZING THE CITY MANAGER TO MAKE FINAL PAYMENT OF RETENTION MONIES TO TERRA WEST CONSTRUCTION, INC.

WHEREAS, the City of Firebaugh advertised the Project on February 1, 2023; and

WHEREAS, the City of Firebaugh received and publicly opened bids on February 23, 2023; and

WHEREAS, the City Council awarded a contract to Terra West Construction, Inc. in the amount of \$454,373.00, on March 6, 2023; and

WHEREAS, five (5) change orders were issued during the course of the Project, increasing the contract price by \$228,727.39, for a total contract amount of \$683,100.39; and

WHEREAS, the Public Works Department and City Engineer have completed a final inspection of the Project and recommend final acceptance; and

WHEREAS, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Fresno County and the City Manager will release the retention monies due the Contractor 35 days after the recording date.

NOW, THEREFORE, by the City Council of the City of Firebaugh, County of Fresno, California, resolves as follows:

1. Adopts a Resolution to accept the 22/23 Concrete Improvements and Street Rehabilitation project as complete.
2. Authorizes the City Clerk to record a Notice of Completion with Fresno County.
3. Authorizes the City to make final payment of retention monies to Terra West Construction, Inc. 35 days after the recording date.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

YES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Firebaugh this 7th day of August 2023.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

RECORDING REQUESTED BY:

City Clerk
City of Firebaugh

WHEN RECORDED RETURN TO:

City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Firebaugh	1133 "P" Street	Firebaugh	CA

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**

4. That on the 10th day of July, 2023 a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any for such work of improvement was:

Terra West Construction, Inc.
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Firebaugh, County of Fresno, State of California, and is described as follows:

M Street and O Street

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

August 7, 2023

Date

By:

Signature of Owner

Ben Gallegos, City Manager

City of Firebaugh

Print Name

VERIFICATION

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Firebaugh, California

This 7th day of August, 2023.

City of Firebaugh

Owner

By:

Ben Gallegos, City Manager

City of Firebaugh

RESOLUTION NO. 23-36

APPENDIX A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
AUTHORIZATION THE CITY MANAGER TO EXECUTE THE
FRESNO-MADERA AREA AGENCY ON AGING CONTRACT, INCLUDING
AMENDMENTS AND ALL NECESSARY SUPPORTING DOCUMENTS**

The governing board of the City of Firebaugh hereby authorizes City Manager to execute the contract(s) listed on Page 1 of this Agreement with the Fresno-Madera Area Agency on Aging (FMAAA) for the fiscal year beginning July 1, 2023, to June 30, 2024, including any subsequent amendments and all necessary supporting documents.

Signature of Chair Governing Board
Felipe Perez, Mayor

Date

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 23-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING FIRE BATTALION CHIEF
JOB DESCRIPTION AND SALARY SCHEDULE**

WHEREAS, the City of Firebaugh has made the decision to hire a Fire Battalion Chief;
and

WHEREAS, the position of Fire Battalion Chief did not previously exist within the City
of Firebaugh; and

WHEREAS, the City wishes to maintain a written job description for the position of Fire
Battalion Chief.

WHEREAS, the City staff have prepared a written job description that outlines duties,
expectations, qualifications, and responsibilities for the position of Fire Battalion Chief, attached
at Exhibit A to this resolution; and

WHEREAS, the City staff have prepared a proposed salary schedule for the position of
Fire Battalion Chief, attached as Exhibit B to this resolution.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body
of the City of Firebaugh hereby approves the attached Job Description and Salary Schedule for the
position of Fire Battalion Chief, which are incorporated herein by this reference.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of
the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Exhibit “A”

CITY OF FIREBAUGH

Fire Battalion Chief

Effective Date – 7-1-2023

JOB DESCRIPTION

FIRE BATTALION CHIEF

Under administrative direction, may serve as a Duty or Staff Chief. The Battalion Fire Chief will be assigned duties and responsibilities that involve interaction with fire personnel, City personnel, and the community; respond to and assume command at emergencies or as part of the incident command team; and assume various emergency and non-emergency duties, and committee work as assigned.

Supervision Received and Exercised

Receives general direction from the Fire Chief or Division Chief
Reports directly to the Fire Chief or Division Chief
Exercises direct and indirect supervision of assigned staff and emergency personnel.

CLASS CHARACTERISTICS

FIRE BATTALION CHIEF

This job class functions at a management level of classification and serves as a member of the Fire Department Management Team. The Battalion Fire Chief will be assigned either a 5 day/8-hour shift, a 4 day/10-hour shift, or to a 24-hour platoon duty as decided by the Fire Chief.

EXAMPLES OF IMPORTANT DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to, the following:

- Serves as incident commander at emergencies.
- Serves as acting Fire Chief.
- Serves as part of the incident command team.
- Serves as Duty Chief, or Staff Chief as assigned.
- Plans, organizes, and coordinates projects and programs as assigned.
- Understands the principles of the incident command system.
- Understands, interprets, and enforces federal, state, and local laws and regulations as they relate to fire and life safety, training standards, fire prevention codes and fire investigation.
- Serves on various workgroups, advisory groups or committees as assigned.
- Attends meetings day or night as the Fire Department representative.
- Implements orders, regulations, ordinances, and laws relative to the mission of the Fire Department.
- Analyzes data, researches new methods, and communicates verbally and in writing findings that relate to a project, program, or work assignment.

- Effectively interacts with the public, fire personnel, and City employees to solve problems, identify solutions, and implement programs and projects.
- Implements Fire Department training and work safety programs.
- Revises and prepares Fire Department rules, regulations, projects, programs, principles and procedures.
- Reviews, understands, and assists in the preparation of the Fire Department's annual budget.
- Ensures the proper operation and maintenance of all Fire Department apparatus and equipment.
- Reviews and prepares activity reports, training bulletins, fire suppression and prevention reports, staff reports and other written reports as directed.
- Serves in the Department's management role in the City's Emergency Operations Center.
- Provides training, guidance, and leadership to all members of the Fire Department.
- Provides assistance in the Fire Department's operation and administration.
- Performs other related duties as assigned by the Fire Chief.
- Supervises the work of the Fire Captain assigned to shifts.

Knowledge of:

- modern principles, practices, and techniques of department administration and operation.
- methods and principles of fire suppression, investigation, and prevention.
- proper use and operation of firefighting apparatus and equipment.
- analytical techniques and effective methods of solving problems.
- principles of supervision and training.
- knowledge and development of accounting and budgeting principles.
- incident command system, hazardous materials recognition, EMS/Paramedic procedures, confined space rescue, urban search and rescue techniques, - multi-casualty incidents and wildland fires.
- cultural awareness, gender, and personnel issues.

Ability to:

- provide supervision and training to personnel.
- effectively and tactfully communicate in both oral and written forms.
- prepare written staff reports and training bulletins.
- prepare oral reports; make effective presentations to department personnel, City Council, and community organizations.
- prepare budget estimates and control expenditures.
- represent the Fire Department with high standards of ethics, professionalism, and dedication.
- focus on multiple tasks simultaneously.
- respond to negative feedback appropriately.
- drive Fire Department vehicles and maintain safe driving record.
- establish and maintain effective work relationships with those contacted in the performance of required duties.
- assume role of acting Fire Chief
- think clearly and act decisively under stressful conditions.
- sit at a desk and in meetings and training for long periods of time.
- stoop and bend; twist; reach above and below shoulder level.
- push and pull; balance on ladders.
- climb ground and aerial ladders .

- work long hours, at all hours, under physical and mental pressures in hazardous conditions, in inclement weather and during emergency response and disaster situations.
- stand for long periods of time.
- wear self-contained breathing apparatus.
- hear alarms and sirens.
- distinguish red, yellow, and blue flashing lights.
- wear firefighting gear weighing 50-60 lbs.
- smell to detect odors such as alcohol, smoke, gases, etc.
- hear effectively and communicate in both emergency and non-emergency situations.
- work in various environments subject to heat, cold, inclement weather, etc.
- walk to perform assigned duties; walk on uneven surfaces; crawl and run.
- lift equipment weighing 50 lbs.
- maintain good physical condition.
- effectively use radios to communicate.
- speak English; speak Spanish is highly desirable.

Experience:

Five years of municipal Firefighting experience at the Fire Captain level.

LICENSE REQUIRED

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Experience:

Broad and extensive experience in firefighting, fire prevention and administrative duties is required. Must have at least seven years of full-time firefighting experience with three of those years at the Captain level or higher.

License, Certificate and Qualifications:

- A valid Class C California Driver's license and a safe driving record.
- Must meet all employment standards for Fire Captain

Recommended the following coursework within a year of appointment:

- ICS-300: Intermediate ICS for Expanding Incidents (2007)
- ICS-400: Advanced Incident Command System
- NIMS I-800
- CSTI Haz Mat On Scene Incident Commander

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES
Salary Schedule July 1, 2023 - June 30, 2024

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Chief	Hourly	38.3869	40.3062	42.3216	44.4376	46.6595	48.9925	51.4421
	Bi-Weekly	3,070.9520	3,224.4996	3,385.7246	3,555.0108	3,732.7614	3,919.3994	4,115.3694
	Monthly	6653.729355	6,986.4158	7,335.7366	7,702.5234	8,087.6496	8,492.0321	8,916.6337
	Annual	79,844.7523	83,836.9899	88,028.8394	92,430.2813	97,051.7954	101,904.3852	106,999.6044

Battalion Chief	Hourly	25.1795	26.4384	27.7603	29.1484	30.6058	32.1361	33.7429
	Bi-Weekly	2,014.3564	2,115.0742	2,220.8279	2,331.8693	2,448.4627	2,570.8859	2,699.4302
	Monthly	4,364.4388	4,582.6607	4,811.7938	5,052.3834	5,305.0026	5,570.2528	5,848.7654
	Annual	52,373.2654	54,991.9287	57,741.5251	60,628.6014	63,660.0314	66,843.0330	70,185.1847

RESOLUTION NO. 23-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, Raquel Tabares is an employee of the City of Firebaugh.

WHEREAS, It was brought to the attention of the City of Firebaugh there was a unpaid longevity pay issue relating to Section 13 of the Memorandum of Understanding between the City of Firebaugh and the Firebaugh Police Officer's Association ("FPOA") dated July 1, 2020 through June 30, 2023.

WHEREAS, the City of Firebaugh has come to an agreement with the Firebaugh Police Officer's Association and Raquel Tabares which has been memorialized by way of a written Settlement Agreement and Release, attached as Exhibit "A" to this resolution.

WHEREAS, the parties wish to enter into the aforementioned Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached Settlement Agreement and Release, which is incorporated herein by this reference.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

Exhibit “A”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into effective July ____, 2023 (“Effective Date”) by and between the City of Firebaugh, a California general law city (“City”), the Firebaugh Police Officers Association (“FPOA”), and Raquel Tabares (“Tabares”) (collectively, the “Parties”) with respect to the following recitals, which are a substantive part of this Agreement.

RECITALS

A. On or around April 6, 2023, Tabares first communicated to the City her belief that she had not been paid longevity premium pay since April 16, 2001 (“Unpaid Longevity”), to which she was purportedly entitled under Section 13 of the July 1, 2020 through June 30, 2023 Memorandum of Understanding between the City and FPOA, and prior Memoranda of Understanding between the Parties dating back to April 16, 2001 (collectively, the “MOUs”).

B. Subsequently, on or about May 17, 2023, City staff and Tabares met to discuss her claim for the Unpaid Longevity and reviewed documentation that indicated that she stopped receiving longevity premium pay around April 16, 2001. However, as the City does not have access to all the records of Tabares’ longevity pay dating back further than 2015, it is unable to fully verify her claim and the purported amount owed.

C. To avoid the time and expense involved in further potential administrative processes and/or litigation, the Parties now desire to settle, once and forever, all disputes arising out of, related to, or in any manner connected with the Unpaid Longevity and claim(s) in relation to the Unpaid Longevity.

D. For and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed to resolve the Unpaid Longevity and all potential claims and issues involved with payment of the Unpaid Longevity to Tabares, without any admission of liability or wrongdoing, and agree as follows.

AGREEMENT

1. **Payment.** Within fourteen (14) calendar days after the execution of this Agreement by all Parties, the City shall pay to Tabares the sum of Sixteen Thousand Seventy-Nine Dollars (\$16,079.00). The Parties, having carefully reviewed all information and documents available to them in relation to this matter, agree that the payment described in this Section 1 is fair and reasonable to compensate Tabares for, and resolve all claims related to, the Unpaid Longevity, and any unpaid overtime and other potentially affected wages and other employment benefits in relation thereto, to which she may be entitled by law or the MOUs.

2. **No Admission of Liability; Exclusion of Agreement in Other Proceedings.** This Agreement is entered into by the Parties for the purpose of compromising and settling the Unpaid Longevity, as set forth herein. The Agreement does not constitute and shall not be construed as an admission of liability by any Party for any purpose. This Agreement, or any terms, conditions, or statements made herein, cannot be used in any other action or proceeding, except a proceeding

for enforcement or interpretation of this Agreement.

3. **Release of Claims.** FPOA and Tabares agree to accept the terms and conditions in this Agreement in full settlement and compromise of the issues, claims and allegations related to or arising out of the Unpaid Longevity, and agree that same shall fully and forever discharge and release any and all claims, expenses, debts, demands, costs, and other actions or liabilities of every nature, whether known or unknown, whether in law or in equity, which they have or may claim to have against the City, its officials, employees, representatives or agents, based upon, connected with, resulting from, or in any manner arising out of the Unpaid Longevity, including, but not limited to, contemplated or alleged civil actions, state or federal administrative complaints, claims for breach of contract, claims under Government Code section 3500, *et seq.*, grievances under the MOUs, claims of race, national origin, gender, disability or other forms of discrimination or harassment claims, unemployment claims, claims for unpaid wages or other employment benefits, and any other claims or complaints of any kind whatsoever unless expressly prohibited by law.

4. **Civil Code section 1542.** This Agreement includes an express waiver by FPOA and Tabares of Civil Code section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Therefore, FPOA expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that FPOA does not know or suspect to exist in its favor and that this release contemplates the extinguishment of all such claims and causes of action. Similarly, Tabares expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that Tabares does not know or suspect to exist in her favor and that this release contemplates the extinguishment of all such claims and causes of action.

5. **Age Discrimination in Employment Act.** The Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621, *et seq.*, makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA") further augments the ADEA by adding subsection (f) to 29 U.S.C. § 626 and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. Tabares acknowledges that no facts exist in support of any contention of a violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621, *et seq.* ("ADEA") or Older Workers Benefit Protection Act ("OWBPA") or other age discrimination laws in relation to the Unpaid Longevity, nor has Tabares alleged that the County has discriminated against her in any way on the basis of age in association with the Unpaid Longevity in violation of any laws.

By entering into this Agreement, Tabares acknowledges that she is knowingly and voluntarily, for consideration in addition to anything of value to which she was already entitled, waiving and releasing any rights she may have under the ADEA and the OWBPA. Tabares further

acknowledges that, pursuant to the provisions of the ADEA and OWBPA, she has been advised of and understands and acknowledges the following:

- A. The terms of this waiver/release.
- B. Her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. Her entitlement to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws. However, Tabares may waive the twenty-one (21) day period in the exercise of her own discretion and knowingly does so by her signature below.
- D. That the waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date of this Agreement.
- E. That she has been afforded the opportunity to consult with an attorney or other representative of her choice prior to executing this Agreement.
- F. That she has had an opportunity to discuss this Agreement with, and to be advised with respect thereto, an attorney of her choice, and agrees she does not need any additional time within which to review and consider this Agreement.
- G. Her right to, within seven (7) days after signing this Agreement, revoke her waiver of claims under the ADEA and the OWBPA only by notice in writing to the City Manager. Notice of revocation shall be sent by email to the City Manager, Ben Gallegos at BGallegos@Firebaugh.org.

Notwithstanding any other provision of this Agreement, Tabares hereby agrees that the City is under no obligation to perform any acts stated in this Agreement until after expiration of the seven-day revocation period stated above. If Tabares revokes her waiver as to the ADEA claims, the entire Agreement shall be revoked and neither Party shall have any obligations under this Agreement.

Raquel Tabares

6. **Return of Payment for Assertion of Released/Waived Claims.** FPOA and Tabares acknowledge and agree that should either or both them in any way assert or attempt to assert any claims, complaints, disputes or any other actions of any kind waived under Sections 3, 4, or 5 of

this Agreement, Tabares shall immediately forfeit all rights to and shall return to the City all sums paid under Section 1.

7. **Confidentiality.** Except as required by law, the Parties agree to maintain the terms of this Agreement in confidence, but regardless, this Agreement shall be binding and enforceable, and, if and to the extent necessary for purposes of seeking relief under or with respect to this Agreement, may be disclosed and is admissible in evidence.

8. **Voluntary Agreement.** Each Party affirms and acknowledges that she/he/it has read, fully appreciates and understands the words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of her/his/its full free will and accord. Each Party had an opportunity to review and consult with legal counsel of their own choosing, if desired, on this matter before signing this Agreement.

9. **No Precedent.** The City and FPOA acknowledge and agree that this Agreement shall not be interpreted as establishing or setting a precedent for agreements or settlements for other City employees or with FPOA in the future and that this Agreement is unique to the circumstances and facts in this instance.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Grievance and all matters and disputes related thereto. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

11. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

12. **Interpretation.** Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

13. **Other Documents.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purpose of this Agreement.

14. **Forum.** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in Superior Court of the State of California, County of Fresno, subject to any transfer of venue under the law.

15. **Choice of Law.** This Agreement shall be governed by and interpreted under the laws of California applicable to instruments, persons, transaction and subject matter which have legal contacts and relationships exclusively within the State of California.

16. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

17. **Warranty of Authority.** Each of the persons signing this Agreement represents and

warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties, by signing this Agreement, warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

18. **Binding Effect.** This Agreement is for the benefit of, and shall be binding on all Parties and their successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers, sureties, agents, representatives, directors, officers, receivers, trustees, and/or stockholders.

19. **Execution in Counterparts.** This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to all Parties to this Agreement. Signed copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original. The Parties expressly agree that electronic signatures are acceptable and shall have full and binding force and effect for all purposes under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as dated below.

APPROVED AND ACCEPTED:

Dated: July____, 2023



Raquel Tabares

Dated: July____, 2023



Allen Dunbar
FPOA/OE3 Business Representative

Dated: July____, 2023

Felipe Perez
Mayor, City of Firebaugh



FIREBAUGH POLICE DEPARTMENT

Memo

To: Honorable Mayor Felipe Perez and Council Members
From: Salvador Raygoza, Police Chief
cc: Ben Gallegos, City Manager
Date: 08/02//2023
Re: SRO/BSCC Officer MOU APPROVAL

Background:

Firebaugh Las Deltas School District has agreed to fund one full-time school resource officer (SRO) from their LCAP funding. The school district will cover the cost of salaries and benefits for the SRO.

Recommendation:

Approve SRO MOU Draft agreement between Firebaugh Las Deltas School district and City of Firebaugh attached.

The Firebaugh Police Department applied for BSCC Cohort 3 Grant and received five-year funding for one full-time police officer salary, benefits, and equipment. The officer will be assigned to the schools 50% of the time and the other 50% he/she will be doing outreach/investigations in the community. City Council has previously reviewed and approved the grant with BSCC.

Recommendation:

Approve BSCC Cohort 3 MOU Draft agreement between City of Firebaugh and Firebaugh Las Deltas School District attached.

RESOLUTION NO. 23-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING
AND AUTHORIZING EXECUTION OF AGREEMENT FOR GRANT FUNDED
SCHOOL RESOURCE OFFICER**

WHEREAS, the Firebaugh Las Deltas Unified School District (“District”) recognizes that the Firebaugh Police Department provides necessary public safety and law enforcement services that benefit the District; and

WHEREAS, District recognizes that the assignment of a School Resource Officer (“SRO”) to the District’s school to perform regular duty law enforcement duties is greatly beneficial to the District in providing safe, secure, and peaceful campuses; and

WHEREAS, the City recognizes that the assignment of an SRO to District Schools will serve to make a safer, more secure, and peaceful city; and

WHEREAS, the City applied for and received a five (5) year grant from the Board of State and Community Corrections Prop 64 Public Health and Safety Program (Cohort 3) which allows the City the opportunity to provide a .5 full time equivalent SRO for the purposes of implementing a safe school initiative consisting of ten (10) modules that including vaping, social media use, gangs, and other topics; and

WHEREAS, the parties have agreed that Firebaugh Police Department will assign one-half (.5) full-time Police Officer to the District, for a period of five (5) years to be funded by the money received from the Board of State and Community Corrections Prop 64 Public Health and Safety Program (Cohort 3) grant; and

WHEREAS, the Police Officer assigned as a .5 full time SRO will spend the other half of their time performing normal duties of a Police Officer and compensation will be covered by the City for those services; and

WHEREAS, the District and the City have agreed to written terms with respect to the grant funded SRO .5 full time position, attached as Exhibit A to this resolution; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached School Resource Officer Agreement between the City of Firebaugh and the Firebaugh Las Deltas Unified School District for Grant Funded Police Services from 2023/2024 through 2027/2028 school years, 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 introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

**School Resource Officer Grant Agreement
Between the City of Firebaugh and the Firebaugh Las Deltas Unified School District
for Police Services from 2023/2024 – 2027/2028 (Five Years)
(Grant Funded)**

This Agreement is entered into this 7th day of August, 2023, between the City of Firebaugh ("City"), and the Firebaugh Las Deltas Unified School District ("District"), with respect to a School Resource Officer ("SRO").

WHEREAS, District recognizes that the Firebaugh Police Department's provides necessary public safety and law enforcement services to the City which benefits District; and

WHEREAS, District further recognizes that the Firebaugh Police Department's assignment of a SRO assigned to the District's schools to perform regular duty law enforcement services is greatly beneficial to District in assisting the school district in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, City recognizes that assignment of a SRO to District Schools is intended to make a safer, more secure, and peaceful City.

WHEREAS, City received a 5 year grant through the Board of State and Community Corrections Prop 64 Public Health and Safety Program (Cohort 3) which allows the City the opportunity to provide a .5 full time equivalent SRO for the purposes of implementing a safe schools initiative consisting of ten modules that include vaping, social media use, gangs, and other topics.

WHEREAS, District recognizes that the SRO will provide students and citizens in the City with anti-tobacco education, anti-drug education, social media safety education, and other safety education services that will greatly benefit the District.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Section 1. Role and Responsibilities

The City of Firebaugh Police Department agrees to assign a one-half (.5) full-time Police Officer to the Firebaugh Las Deltas School District schools. The base of operations for the Officer will be **at designated school site** where it is understood that the officer will respond to related school calls, as needed, attend school meetings, provide anti-tobacco education, anti-drug education, anti-gang, social media safety education, and other safety education services education at all schools and within the community. **The Officer's assignment can be adjusted as needed to meet site needs.** The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as **Exhibit "A"** and incorporated by this reference.

Section 2. Compensation

The City agrees to fund the SRO pursuant to this Agreement through the five year grant received by it from the Board of State and Community Corrections Prop 64 Public Health and Safety Program

(Cohort 3). The grant funds will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO. The City shall be responsible for the cost and provision of equipment to the SRO.

Section 3. Effectiveness, Duration and Termination

This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through **June 30, 2028 with annual progress reports**. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 60 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

Section 4. Indemnification

A. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officers' performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the negligence of the City, or the negligence or willful misconduct of the assigned officer.

B. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the negligence by the City or the negligence or willful misconduct of the assigned officer during the performance of work hereunder.

C. If the District rejects a tender of defense by the City and/or the assigned officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officers that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officers and the absence of the assigned officers and/or the patrol vehicles is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

E. In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

F. The parties' duty to indemnify each other and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.

G. This section shall survive termination or expiration of this Agreement.

Section 4. Entire Agreement.

This Agreement, including all recitals constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the City Council to execute this Agreement.

Section 5. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Section 6. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Section 7. Independent Contractor and Not a Partnership. For the purposes of this Agreement, City and District shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between City and District. Officers providing services under this Agreement shall remain the employees of City, and shall not be employees of District.

Section 8. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

Section 9. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 10. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 11. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived

unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Section 12. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Section 13. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 14. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 15. Interpretation. The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 16. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Section 17. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF FIREBAUGH,
a municipal corporation

By: _____
Ben Gallegos, City Manager

Date: _____

APPROVED AS TO FORM

_____, City Attorney

THE FIREBAUGH LAS DELTAS UNIFIED SCHOOL DISTRICT

By: _____
Roy Mendiola Ed.D., Superintendent

Date: _____

EXHIBIT A

SCOPE OF WORK

SCHOOL RESOURCE OFFICER DUTIES

- A. The School Resource Officer (SRO) is a full-time sworn city police officer assigned to provide law enforcement expertise, anti-tobacco education, anti-drug education, anti-gang education, safety education, assist staff in maintaining safety, respond to any school related criminal activity and act as a resource for school staff.
- B. The SRO will implement educational programs at district schools that focus on the prevention of gangs, tobacco use, substance abuse, e-cigarette use by students, as well as social media safety, and other safety programs. The programs will promote a tobacco-free, drug-free lifestyle through education and leadership.
- C. Support the School Administration in providing a drug free, safe, and crime free environment at all the schools. Under the direction of school administration enforce California Laws related to the illegal sale of vaping devices and the sale of illegal substances on school grounds.
- D. The SRO will conduct community presentations related to staying tobacco free and drug free, as well as presentations related to social media safety. SRO will provide outreach and education to local retailers on laws relating to the proper safety of tobacco products.
- E. Counseling students and parents related to substance abuse, tobacco use and juvenile crime. Resolve problems at the lowest echelon possible through counseling and mentorship.
- F. Act as a public relations officer in the enhancement of the law enforcement image in the schools and community. The SRO provides a visible deterrent to crime and a positive representative of the Firebaugh Police Department to students and staff.
- G. SRO will receive training in substance abuse prevention and utilize the skills from the training in the schools to educate students against substance abuse including tobacco and alcohol.
- H. The SRO shall wear the Firebaugh Police Department regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose.
- I. With the approval of each school's principal, the SRO may make formal presentations to student clubs, school-based community organizations, parent clubs and school advisory groups. SRO participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the school superintendent and the Chief of Police.
- J. Other duties and responsibilities of the SRO include proper disposal of illegal substances recovered by school staff and not needed for criminal prosecution.
- K. The SRO's duty schedule and base of operations will be mutually determined by the District Superintendent and the Chief of Police. The SRO's schedule will generally be arranged to provide

coverage throughout the school day to include peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods to include after school activities/events.

SUPERVISION

A. The SRO supervisor shall ensure that open lines of communication are in place between all the District schools and the Firebaugh Police Department. Meetings with the SRO shall be arranged as needed with school administration. The Chief of Police or his/her designee shall meet with the District Administration at least twice each semester to discuss progress and any changes needed to the program. The Chief of Police shall address any concerns regarding the performance of the SRO.

B. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

POLICE INVESTIGATIONS

A. The SRO at times may need to interview, question and take police action against students. With certain exceptions, the investigation and questioning of students during school hours shall be approved by the principal. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flee from the jurisdiction by the person suspected of a crime or destruction of evidence.

B. The SRO shall provide information to the Sergeant or Police Chief of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.

C. The school principal will be notified as soon as practical of any significant enforcement actions taken by the SRO or other investigating officer(s).

D. The School District has designated SRO to be "school officials" who may have a legitimate educational interest in accessing student records. If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the students records, in compliance with state and federal law.

The SRO shall generally have access to pupil records in accordance with law.

The DISTRICT will allow the SRO to inspect and copy pupil records maintained by a school, such as yearbooks and student directory information as defined in Education Code 49061.

If information in a student's cumulative or other confidential record is needed in an emergency to protect the health or safety of the student or other individuals, the District shall disclose to the SRO that information which is reasonably needed to respond to the emergency situation.

If confidential student records information is requested, but no emergency situation exists, the information may be released upon probable cause and exigent circumstances, the issuance of a court order, or by written authorization of the parent/guardian.

The CITY and SRO will comply with policies of the DISTRICT relative to release of student information, except as provided herein

ARREST PROCEDURES

- A. SROs are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action.
- B. The following procedures should be adhered to where arrests of students or staff become necessary:
1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the notification of the principal, patrol sergeant and accomplished after school hours, when practical.
 2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical and prior to the arrest.
 3. Discretion and good judgment by the SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

- A. School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school officials. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- C. Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. To the extent consistent with law, stop and frisk will remain as an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed with a weapon.

RESOLUTION NO. 23-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AND AUTHORIZING EXECUTION OF AGREEMENT FOR
DISTRICT FUNDED SCHOOL RESOURCE OFFICER**

WHEREAS, the Firebaugh Las Deltas Unified School District (“District”) recognizes that the Firebaugh Police Department provides necessary public safety and law enforcement services that benefit the District; and

WHEREAS, District recognizes that the assignment of a School Resource Officer (“SRO”) to the District’s school to perform regular duty law enforcement duties is greatly beneficial to the District in providing safe, secure and peaceful campuses; and

WHEREAS, the City recognizes that the assignment of an SRO to District Schools will serve to make a safer, more secure, and peaceful city; and

WHEREAS, the parties have agreed that there will be one full time SRO assigned to the District, salary and benefits of which will be reimbursed to the City by the District on a quarterly basis for a period of three years; and

WHEREAS, the District and the City have agreed to written terms with respect to the hiring and funding of a full time SRO, attached as Exhibit A to this resolution; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Firebaugh hereby approves the attached School Resource Officer Agreement between the City of Firebaugh and the Firebaugh Las Deltas Unified School District for Police Services from 2023/2024 through 2025/2026 school years, 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 introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

**School Resource Officer Agreement
Between the City of Firebaugh and the Firebaugh Las Deltas Unified School District
for Police Services from 2023/2024 – 2025/2026 (Three Years)
(District Funded)**

This Agreement is entered into this 7th day of August, 2023, between the City of Firebaugh ("City"), and the Firebaugh Las Deltas Unified School District ("District"), with respect to a School Resource Officer ("SRO").

WHEREAS, District recognizes that the Firebaugh Police Department's provides necessary public safety and law enforcement services to the City which benefits District; and

WHEREAS, District further recognizes that the Firebaugh Police Department's assignment of a SRO assigned to the District's schools to perform regular duty law enforcement services is greatly beneficial to District in assisting the school district in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, City recognizes that assignment of a SRO to District Schools is intended to make a safer, more secure, and peaceful City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Section 1. Role and Responsibilities

The City of Firebaugh Police Department agrees to assign one (1.0) full-time Police Officer to the Firebaugh Las Deltas School District schools. The base of operations for the Officer will be Firebaugh High School where it is understood that the officer will respond to related school calls, as needed, attend school meetings, provide anti-tobacco education, anti-drug education, anti-gang, social media safety education, and other safety education services education at all schools and within the community. The Officer's assignment can be adjusted as needed to meet site needs. The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as **Exhibit "A"** and incorporated by this reference.

Section 2. Compensation

District agrees to reimburse the City the cost of the salary and benefits of one (1.0) full-time police officers. The city will invoice the District quarterly for the officers' salary and benefits. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO. The City shall be responsible for the cost and provision of equipment to the SRO.

Section 3. Effectiveness, Duration and Termination

This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through **June 30, 2026**. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 60 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

Section 4. Indemnification

A. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officers' performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the negligence of the City, or the negligence or willful misconduct of the assigned officer.

B. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the negligence by the City or the negligence or willful misconduct of the assigned officer during the performance of work hereunder.

C. If the District rejects a tender of defense by the City and/or the assigned officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officers that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officers and the absence of the assigned officers and/or the patrol vehicles is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

E. In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

F. The parties' duty to indemnify each other and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be

provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.

G. This section shall survive termination or expiration of this Agreement.

Section 4. Entire Agreement.

This Agreement, including all recitals constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the City Council to execute this Agreement.

Section 5. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Section 6. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Section 7. Independent Contractor and Not a Partnership. For the purposes of this Agreement, City and District shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between City and District. Officers providing services under this Agreement shall remain the employees of City, and shall not be employees of District.

Section 8. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

Section 9. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 10. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 11. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Section 12. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing

of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Section 13. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 14. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 15. Interpretation. The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 16. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Section 17. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF FIREBAUGH,
a municipal corporation

By: _____
Ben Gallegos, City Manager

Date: _____

APPROVED AS TO FORM

_____, City Attorney

THE FIREBAUGH LAS DELTAS UNIFIED SCHOOL DISTRICT

By: _____
Roy Mendiola Ed.D., Superintendent

Date: _____

EXHIBIT A

SCOPE OF WORK

SCHOOL RESOURCE OFFICER DUTIES

- A. The School Resource Officer (SRO) is a full-time sworn city police officer assigned to provide law enforcement expertise, anti-tobacco education, anti-drug education, anti-gang education, safety education, assist staff in maintaining safety, respond to any school related criminal activity and act as a resource for school staff.

- B. Support the School Administration in providing a drug free, safe, and crime free environment at all the schools. Under the direction of school administration enforce California Laws related to the illegal sale of vaping devices and the sale of illegal substances on school grounds.

- C. Act as a public relations officer in the enhancement of the law enforcement image in the schools and community. The SRO provides a visible deterrent to crime and a positive representative of the Firebaugh Police Department to students and staff.

- D. The SRO shall wear the Firebaugh Police Department regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose.

- E. With the approval of each school's principal, the SRO may make formal presentations to students and provide CPR training and First Aid training, which must be approved in advance by the school superintendent and the Chief of Police.
- F. With the approval of high school's principal, the SRO may teach drivers education to eligible students, which must be approved in advance by the school superintendent and the Chief of Police, and be subject to certification and licensure requirements of the State of California for the SRO to be eligible to teach the course.

- G. Other duties and responsibilities of the SRO include proper disposal of illegal substances recovered by school staff and not needed for criminal prosecution.

- H. The SRO's duty schedule will be mutually determined by the District Superintendent and the Chief of Police. The SRO's schedule will generally be arranged to provide coverage throughout the school day to include peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

SUPERVISION

- A. The SRO supervisor shall ensure that open lines of communication are in place between all the District schools and the Firebaugh Police Department. Meetings with the SRO shall be arranged as needed with school administration. The Chief of Police or his/her designee shall meet with the District Administration at least twice each semester to discuss progress and any changes needed to the program. The Chief of Police shall address any concerns regarding the performance of the SRO.

B. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

POLICE INVESTIGATIONS

A. The SRO at times may need to interview, question and take police action against students. With certain exceptions, the investigation and questioning of students during school hours shall be approved by the principal. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flee from the jurisdiction by the person suspected of a crime or destruction of evidence.

B. The SRO shall provide information to the Sergeant or Police Chief of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.

C. The school principal will be notified as soon as practical of any significant enforcement actions taken by the SRO or other investigating officer(s).

D. The School District has designated SRO to be "school officials" who may have a legitimate educational interest in accessing student records. If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the students records, in compliance with state and federal law.

The SRO shall generally have access to pupil records in accordance with law.

The DISTRICT will allow the SRO to inspect and copy pupil records maintained by a school, such as yearbooks and student directory information as defined in Education Code 49061.

If information in a student's cumulative or other confidential record is needed in an emergency to protect the health or safety of the student or other individuals, the District shall disclose to the SRO that information which is reasonably needed to respond to the emergency situation.

If confidential student records information is requested, but no emergency situation exists, the information may be released upon probable cause and exigent circumstances, the issuance of a court order, or by written authorization of the parent/guardian.

The CITY and SRO will comply with policies of the DISTRICT relative to release of student information, except as provided herein

ARREST PROCEDURES

A. SROs are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action.

B. The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the notification of the principal, patrol sergeant and accomplished after

school hours, when practical.

2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical and prior to the arrest.
3. Discretion and good judgment by the SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

- A. School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school officials. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- C. Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. To the extent consistent with law, stop and frisk will remain as an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed with a weapon.

RESOLUTION NO. 23-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING
CITY MANAGER TO EXECUTE AGREEMENT WITH THE CALIFORNIA DEPARTMENT
OF TRANSPORTATION FOR THE CITY OF FIREBAUGH GATEWAY MONUMENT
MAINTENANCE AGREEMENT WITH CITY OF FIREBAUGH**

WHEREAS, the City Council of the City of Firebaugh approves the mutual covenants and terms with the California Department of Transportation through this Gateway Monument Maintenance Agreement; and

WHEREAS, a Gateway Monument Maintenance Agreement is needed to be executed with the California Department of Transportation before any maintenance work is to be performed and

WHEREAS, the City of Firebaugh, wishes to delegate authorization to the City Manager to execute these agreements and any amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Manager, or **his/her designee** is hereby authorized and empowered to execute and administer in the name of the City of Firebaugh all California Department of Transportation - Gateway Monument Maintenance Agreement, including but not limited to, applications, amendments, and requests for payment, necessary to secure agreement and implement the approved project; and

* * * * *

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 7th day of August 2023, by the following vote:

AYES: **Council Member(s)**

NOES: **Council Member(s)**

ABSENT: **Council Member(s)**

ABSTAIN: **Council Member(s)**

APPROVED:

ATTEST:

Felipe Perez, Mayor

Rita Lozano, Deputy City Clerk

FIREBAUGH GATEWAY MONUMENT MAINTENANCE AGREEMENT WITH CITY OF FIREBAUGH

THIS AGREEMENT is made effective this _____ day of _____, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Firebaugh; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. State is proposing to place a Gateway Monument, herein referred to as "MONUMENT", within the STATE right of way on State Route 33, at approximately 1,150 feet North of Morris Kyle Drive (Postmile 69.61) as shown in Exhibit "A", attached to and made a part of this agreement; and
2. CITY has agreed to assume maintenance responsibilities of the MONUMENT upon project completion; and
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of the CITY for the improvements of the MONUMENT constructed within the STATE right of way.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of MONUMENT as shown on said Exhibit "A."
 - 1.2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES may revise this Agreement by amendment.
 - 1.3. EXHIBIT A consist of details the MONUMENT within STATE's right of way, where MONUMENT will be located, what that MONUMENT involves, and the responsibilities of CITY to MAINTAIN in accordance with this AGREEMENT.

2. CITY agrees, at CITY's expense, to do the following:
 - 2.1. The degree or extent of maintenance work to be performed, and the standards therefor, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code, the current edition of the State Maintenance Manual, and Chapter 29 of the Project Development Procedures Manual.
 - 2.2. CITY shall ensure that MONUMENT is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.3. CITY must obtain the necessary Encroachment Permits from STATE's District 06 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities.
 - 2.4. To remove MONUMENT and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 2.5. To inspect MONUMENT on a regular weekly or monthly basis to ensure the safe operation and condition of the MONUMENT.
 - 2.6. To expeditiously MAINTAIN, replace, repair, or remove from service any MONUMENT component that has become unsafe or unsightly.
 - 2.7. To MAINTAIN MONUMENT on STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, restoration work to maintain the integrity of the MONUMENT, and the removal of dirt, debris, and graffiti on the MONUMENT in an expeditious manner.
 - 2.8. CITY, at CITY's sole cost and expense, shall remove all graffiti from the MONUMENT. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06.
 - 2.9. Maintenance practices shall protect air and water quality as required by law.
 - 2.10. To remove MONUMENT, whenever, in the opinion of STATE, that it creates a safety or operational concern due to deterioration or inadequate maintenance. In the event CITY fails to maintain, repair, rehabilitate, or

remove MONUMENT in a timely manner, STATE may remove MONUMENT sixty (60) days following written notification to CITY, and STATE will bill CITY for all costs associated with the removal and restoration of STATE-owned area to its original condition.

2.11 All work by or on behalf of CITY will be done at no cost to STATE.

2.12 CITY shall engage in weed abatement operations. CITY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District 06 Office at 1635 W. Pine Avenue, Fresno, CA 93728.

2. STATE agrees to do the following:

2.13. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

2.14. Issue encroachment permits to CITY and CITY contractors at no cost to them.

2.15. STATE reserves the right to remove MONUMENT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of CITY. STATE will strive to notify CITY of its intent to remove MONUMENT to allow for timely removal and salvage by CITY.

2.16. STATE reserves the right to remove MONUMENT or alter parts that presents an immediate safety hazard to the public without delay or advanced notification to CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

4.2. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be

done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE -

- 6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents, and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the MONUMENT location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
- 6.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in

force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause or convenience. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 7 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF FIREBAUGH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Felipe Perez, Mayor

Initiated and Approved

By: _____
Ben Gallegos, City Manager

By: _____
John Liu, Deputy District Director
Maintenance and Operations

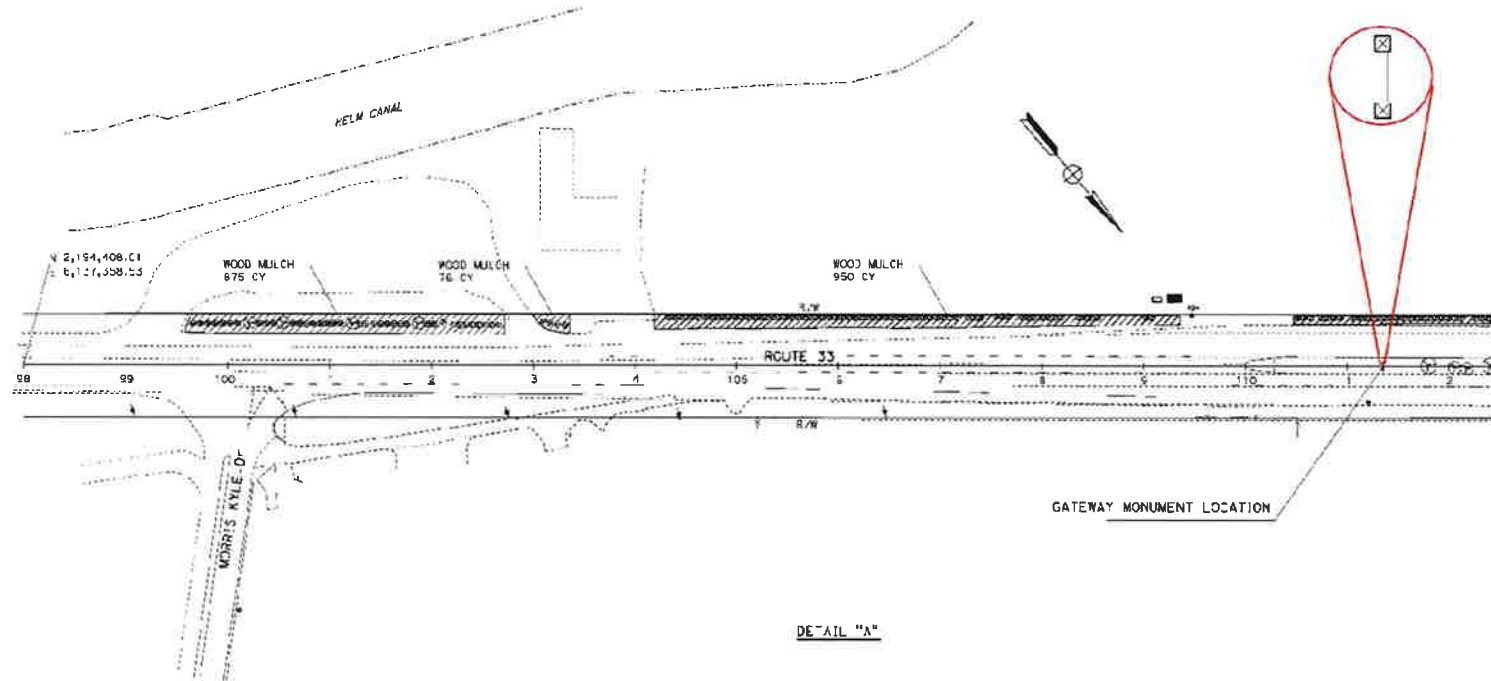
ATTEST:

By: _____
Rita Lozano, Deputy City Clerk

By: _____
Christina Di Filippo, City Attorney

EXHIBIT A

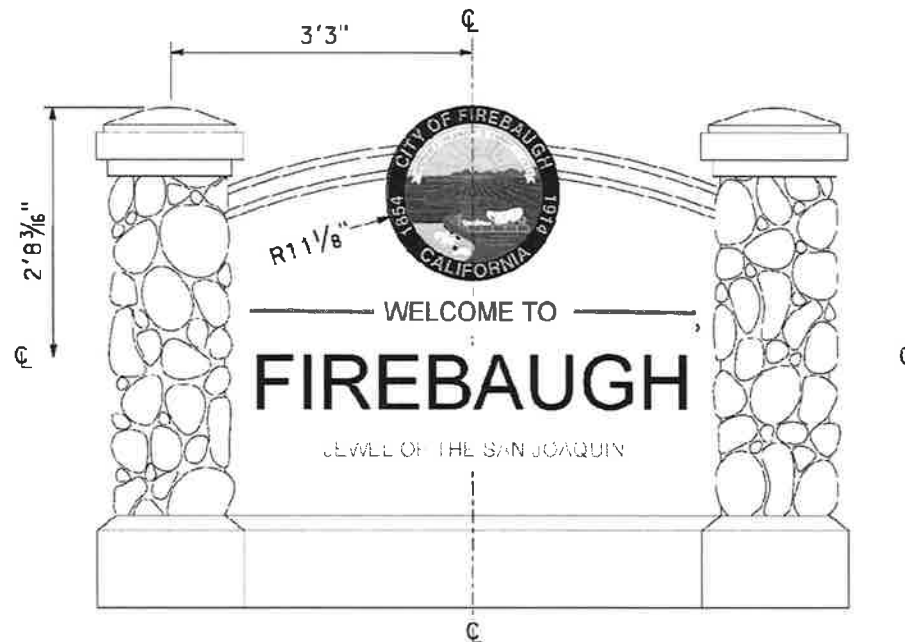
FIREBAUGH GATEWAY MONUMENT
SR 33 (PM 69.61) APPROXIMATELY 1,150 FEET
NORTH OF MORRIS KYLE DR.



GATEWAY MONUMENT TO BE MAINTAINED BY CITY

EXHIBIT A

FIREBAUGH GATEWAY MONUMENT
SR 33 (PM 69.61) APPROXIMATELY
1,150 FEET NORTH OF MORRIS KYLE Dr.



GATEWAY MONUMENT DETAILS (FRONT VIEW)

(CITY MAINTAINS GATEWAY MONUMENT IN ITS ENTIRETY)

EXHIBIT A

FIREBAUGH GATEWAY MONUMENT
SR 33 (PM 69.61) APPROXIMATELY
1,150 FEET NORTH OF MORRIS KYLE Dr.



MONUMENT GATEWAY DETAIL (BACK VIEW)

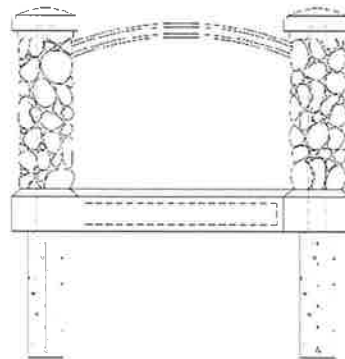
(CITY MAINTAINS GATEWAY MONUMENT IN ITS ENTIRETY)

EXHIBIT A

FREBAUGH GATEWAY MONUMENT DETAIL
SR 53 (PM 69.61) APPROXIMATELY .150 F&E
NORTH OF MORRIS KYLE Dr.



TOP VIEW



FRONT VIEW



SIDE VIEW

(CITY MAINTAINS GATEWAY MONUMENT IN ITS ENTIRETY)

EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF FIREBAUGH STATEMENT OF SELF INSURANCE

Department of Transportation
1352 W. Olive Avenue
Fresno, CA 93728-4067
ATTN: Daniel Lum

_____2023

RE: Statement of Self Insurance for City of Firebaugh related to Gateway Monument Maintenance Agreement with State of California Department of Transportation ("STATE") for the Gateway Monument along Highway 33 at postmile 69.61

Dear Mr. Lum,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

FINANCE MANAGER