

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 24/06-17

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: June 17, 2024/5:30 p.m.

CALL TO ORDER

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

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

- Swear-in new employee Marlim Contreras, Account Tech I.

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 at the Mayor and not at 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 June 3, 2024.
- WARRANT REGISTER – Period starting May 1 and ending on May 31, 2024.

May 2024	General Warrants	#45880 - #46053	\$ 1,346,049.32
	Payroll Warrants	#72269 - #72285	\$ 157,650.61
	TOTAL		\$ 1,503,699.93

PUBLIC HEARING

- RESOLUTION NO. 24-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217.10-4217.18, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN CITY OF FIREBAUGH "CITY" FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY AND RENEWABLE GENERATION MEASURES ON SELECTED CITY SITES.

Recommended Action: Council receives comments and approves Res. No. 24-25.

4. **RESOLUTION NO. 24-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SITELOGIQ AND CITY MANAGER TO COMPLETE AND SUBMIT ALL NECESSARY DOCUMENTS AND APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND FINDING THE ACTIVITY FUNDED BY SUCH LOAN TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

Recommended Action: Council receives comments and approves Res. No. 24-26.

NEW BUSINESS

5. **RESOLUTION NO. 24-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH, DESIGNATING VOTING DELEGATE AND ALTERNATE(S) FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL MEETING, OCTOBER 16-18, 2024, LONG BEACH.**

Recommended Action: Council receives comments and approves Res. No. 24-27.

6. **RESOLUTION NO. 24-28 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH FY 2024/2025 LIST OF ELIGIBLE PROJECTS FOR FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) CREATED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND AUTHORIZING THE CITY MANAGER TO FILE WITH THE CALIFORNIA TRANSPORTATION COMMISSION THE PROJECT LIST AND ANNUAL EXPENDITURE REPORT FOR FY 2024/2025 RMRA FUNDING.**

Recommended Action: Council receives comments and approves Res. No. 24-28.

7. **RESOLUTION NO. 24-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2024-25**

Recommended Action: Council receives comments and approves Res. No. 24-29.

8. **RESOLUTION NO. 24-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR THE FISCAL YEAR 2024 – 2025.**

Recommended Action: Council receives comments and approves Res. No. 24-30.

9. **RESOLUTION 24-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO KRAZAN & ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR ON-CALL MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS FOR THE CITY OF FIREBAUGH.**

Recommended Action: Council receives comments and approves Res. No. 24-31.

10. **RESOLUTION NO. 24-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENTS TO THE PERSONNEL RULES OF THE CITY OF FIREBAUGH.**

Item tabled until further notice!

STAFF REPORTS – *Written enclosed in agenda packet.*

COUNCIL MEMBERS AGENDA ITEMS

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, June 10, 2024, at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 24-06-03

Location of Meeting:	Andrew Firebaugh Community Center 1655 13th Street, Firebaugh, CA 93622
Date/Time:	June 3, 2024/5:30 p.m.
CALL TO ORDER	Meeting called to order by Mayor Lopez at 5:30 p.m.
ROLL CALL	Mayor Elsa Lopez Mayor Pro-Temp Freddy Valdez, Council Member Silvia Renteria Council Member Brady Jenkins 6:05 pm Council Member Felipe Pérez
ABSENT	

OTHERS: City Attorney Christina Di Filippo; City Manager, Ben Gallegos, Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Public Works Director, Michael Molina; Battalion Chief, Hector Marin; City Engineer, Mario Gouveia; Gouveia Engineering Rep., Roberto Orozco; Raquel Tabares, Claudia Gutierrez, Guillermo Gutierrez, Celeste Cave, Jante Yergat, Miguel Manriquez, Nancy Avila, Chris Gutierrez, Brian Manriquez & others.

PLEDGE OF ALLEGIANCE Council Member Perez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda with tabling agenda item #5 to a later council meeting by Council Member Valdez, second by Council Member Renteria, motion passed by 4-0 vote.

PRESENTATION

- Westlands Water District awarded a scholarship to a Firebaugh High School student, Angela Rosa.
- Sworn in Yvonne Sandoval, Code Enforcement Officer.
- Kyle Savage, Field Representative for Congressman John Duarte for Madera, and Fresno County introduced himself and provided a brief statement of services and proposed bill/laws their office is working on.

PUBLIC COMMENT

None

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on May 6, 2024.
2. WARRANT REGISTER – Period starting April 1 and ending on April 30, 2024.

April 2024	General Warrants	#45790 - #45879	\$ 595,126.44
	Payroll Warrants	#72247 - #72268	\$ 230,889.25
	TOTAL		\$ 826,015.69

Council Member Renteria inquired about the following checks: # 458957 – First Bank Credit Card. Council Member Jenkins didn't attend, did the city get refunded the money or will he get penalized for unrecovered coset. #45860 – Fresno City College – Registration Officer Jason P. inquired what the city covered, #45876 – Thomas Tractor Co., interest fees.

Staff replied: Check #45897, City Clerk replied I requested a refund from ICSC, their representative informed me, the city will receive a partial credit which can be used for a future conference and can be transferred to another city member that is attending. Due to the late cancellation notice, which was less than the required 72-hour notice, am

not sure if the hotel will provide a refund or credit until the credit card statement comes in. The City paid the insurance for the flight, so there is a voucher for a future flight.

Check #45860, Police Chief reported the fee paid for Officer J. Perez to attend a post class at Fresno City College.

Check #45876 – Finance Director Martin replied, Nancy can't pay statements until Micheal's staff submits the invoices.

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

PUBLIC HEARING

- 3. RESOLUTION NO. 24-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONFIRMING THE DIAGRAM AND ASSESSMENT OF ANNUAL LEVY FOR FISCAL YEAR 2024-2025 FOR LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1 (Pursuant to the Landscaping and Lighting Act of 1972).**

Public Hearing was open at 5:52 pm – no comment given – Close Public Hearing at 5:53 pm.

Motion to approve Res. No. 24-20 by Council Member Valdez, second Council Member Perez; motion passed by 4-0 vote.

NEW BUSINESS

- 4. RESOLUTION NO. 24-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND MADERA COUNTY FOR AUTOMATIC/MUTUAL AID.**

Motion to approve Res. No. 24-21 by Council Member Valdez, second Council Member Perez; motion passed by 4-0 vote.

- 5. RESOLUTION NO. 24-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENTS TO THE PERSONNEL RULES OF THE CITY OF FIREBAUGH.**

Agenda item Res. No. 24-22, tabled.

- 6. RESOLUTION 24-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING COMPLETION OF DUNKLE PARK BASKETBALL COURT 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 HARRIS DEVELOPMENT CORP. dba HBC ENTERPRISES.**

Motion to approve Res. No. 24-23 by Council Member Valdez, second Council Member Perez; motion passed by 4-0 vote.

- 7. RESOLUTION 24-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING BID AND AWARDED CONTRACT TO AVISON CONSTRUCTION, INC. FOR THE HIGHWAY 33 BEAUTIFICATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

Motion to approve Res. No. 24-24 by Council Member Valdez, second Council Member Perez; motion passed by 4-0 vote.

- ❖ *Council Member Jenkins joined the meeting at 6:05 PM.*

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH PROPOSED A PRELIMINARY STREET BUDGET.**

Informational item only.

9. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH COUNCIL MEMBER AGENDA ITEMS DISCUSSION.**

Motion to leave “Council Member Agenda Items” on the agenda and propose a form that Council Members will complete when requesting agenda items for meeting, the form will be approved and adopted by the city council prior to be issued, by Council Member Valdez, second Council Member Renteria; motion passed by 4-0 vote.

10. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH ANIMAL SHELTER UPDATE AND DISCUSSION.**

Staff and City Engineer provided an update on the status of this project. A meeting was held with the volunteers, they are working on a design for the future animal shelter, which will take about three to four weeks to complete.

Motion for the City Manager to continue to work with Mrs. Yergat by Council Member Valdez, second Council Member Jenkins; motion passed by 5-0 vote.

STAFF REPORTS

- **City Manager, Ben Gallegos** – an email was sent to all Council Members about the League of Cities Annual Expo on October 16-18, 2024, in Long Beach. I will not be attending due to my daughter’s wedding that week. Pio will be attending the conference in my place. Let Rita know if you want to attend, so she can register you. A proposed coffee shop project was approved at a special planning meeting, it will go between the Gulf and Family Dollar. McDonald’s started construction.
- **Gouveia Engineering Rep. Roberto Orozco** – Construction on Cardella Street and Landucci, to put cape seal, on Wednesday, they’ll start with the chip seal, so you’ll see lose gravel and them sweeping the chips, then next week do the slurry. Landucci will get a section repaved between Cardella and Indart streets. Council Member Jenkins asked why does it 40 days. Orozco replied, they state 40-days because there’s different treatments, between the chip seal and the slurry seal you need to let it cure for about seven days. Then the pavement will require different work and additional equipment. It may be done sooner but they estimated it would take 40 days.
- **Finance Director, Pio Martin** – we have a new hire she will start on Monday, June 10th, as a replacement for Rachel Lopez, who left to work at the school.
- **Deputy City Clerk, Rita Lozano** – nothing to report.
- **Public Works Director, Michael Molina** – On the Madera County incident, we did get asked for a response to Ave 8 and Road 33, on the other side of 99, so that did put a heather in our hat for me and Hector. For them to take that much trust in our Volunteer Department to call us out there for some mutual aid help. Hector responded and I stayed in town, they were 3-0 staff in the fire truck. Chief Molina was out at the grass fire on Highway 180 for two days and a fire at Ave 7 and Road 16 on Thursday, burned about 12,000 acres. Next day returned to put out hot spots.
- **Police Chief Sal Raygoza** – talking about mutual aid, we assisted the Sheriff’s Dept. with our drones.
- **Battalion Chief, Hector Marin** – Nothing to report.
- **City Attorney, Christina Di Filippo** – Nothing to report.
- **Council Member Renteria** – spoke with Ben, I would like to consider a proposed tax to assist the Fire Dept. with expenses for their department, I wish to approach the Council and city residents for input. Ben and I attended the ICSC, was surprised at how many vendors recognized the Firebaugh Representatives that attended conferences. We

attended the conference to sell the city to possibly recruit new businesses to locate to our city. It was awesome to hear what they remember about our cities, because several bigger cities attended but the remember our small city.

- **Council Member Valdez** – want to talk about how kindness is contagious, I was approached by a business owner that wanted to talk about one our Police Officers. They were called by a business because there was a homeless person at the store creating an issue, two officers responded. Upon their arrival the individual was injured, one of the officers went into the store to buy a drink and a beef stick while they waited for the EMT's. The reason I say kindness is contagious, because the store owner asked the police officer, what are you getting or what he was doing. The Officer replied he was buying it for the guy (homeless individual), he's dehydrated and he's waiting for the EMT, he has an issue and he's being taking to the hospital. Well that inspired the business owner to take that individual a burrito, so that's just a final tale of what the officers are out there doing, not only enforcing the law but also community policing and that's what makes our town unique, so please let that officer that we (Council) are applicative of that.
- **Council Member Perez** – St. Anges medical mobile clinic will be at the farmers markets between 5 PM to 9 PM, the will provide free services to our residents, we would like to bring them to our event every Thursday. The sidewalk has a ramp or drop at Zozaya that needs to be repaired, asked staff to look at it. Sierras Lane has the same issue. At Cline and Zozaya there are no lines, they need to be stripped, because you can't see anything.
- **Council Member Jenkins** – wasn't able to attend ICSC, glad the city representatives that attended had a good time. If you need to check in on penalties for my absence, please do. Rita said it was taken care of (cancellations).
- **Council Member Lopez** – attended an event, a famous boxer was supposed to be there, he wasn't able to make it, he said he will try to come to the city and say hi. Attended a downtown workshop, did a downtown walk, told Caltrans to make repairs while in the city. Attended the Boys & Girls fund raiser at Harris Ranch. Some funds were pulled at COG because of the State Budget.

COUNCIL MEMBERS AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

- ❖ *Motion to adjourn @ 6:51 pm by Council Member Valdez, second by Council Member Perez, motion passes by a 4-0 vote.*



REPORT TO CITY COUNCIL
— **MEMORANDUM** —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ June 17, 2024

SUBJECT: Warrant Register Dated: May 1, 2024 – May 31, 2024

RECOMMENDATION:

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

MAY 1, 2024 – MAY 31, 2024

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

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

GENERAL WARRANTS	# 45880 – #46053	<u>\$ 1,346,049.32</u>
PAYROLL WARRANTS.....	# 72269 – #72285	<u>\$ 157,650.61</u>
TOTAL WARRANTS.....		\$ 1,503,699.93

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45880	5/1/2024	U.S. POSTMASTER	\$ 183.38	LATE NOTICES MAY 2024
45881	5/1/2024	CITY OF FIREBAUGH	\$ 130,849.70	PAYROLL ENDING 04/26/2024
45882	5/2/2024	U.S. POSTMASTER	\$ 927.50	UTILITY POSTAGE MAY 2024
45883	5/2/2024	WESTAMERICA BANK	\$ 36,316.72	NOTE 526-01243- FIRE TRUCK
45884	5/3/2024	AMAZON CAPITAL SERVICES	\$ 169.50	FD-BATTERY
45885	5/3/2024	A.M. PECHE & ASSOCIATES L	\$ 2,889.32	WATER DISCLOSURE PROGRAM
45886	5/3/2024	JULIO BARRIOS	\$ 300.00	HEALTH INSURANCE STIPEND
45887	5/3/2024	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
45888	5/3/2024	DEPARTMENT OF INDUSTRIAL	\$ 125.00	1300 O STREET
45889	5/3/2024	FIREBAUGH VOLUNTEER FIRE	\$ 300.00	A/F HALL CLEANING DEPOSIT
45890	5/3/2024	FRESNO OXYGEN	\$ 100.79	PW-SHOP
45891	5/3/2024	GOUVEIA ENGINEERING, INC.	\$ 696.02	710.03 DBE PLAN-ADA COMPL.
			\$ 2,618.05	720.01 PLANNING GENERAL
			\$ 255.15	720.32 SHELL BLDG
			\$ 699.50	730.09 SRF WWTP DESIGN
			\$ 9,748.84	740.15C Q ST & 7TH ST
			\$ 4,446.75	740.16 WATER REPORTING
			\$ 1,232.70	745.01 STREETS GENERAL
			\$ 5,479.76	745.02D HWY 33
			\$ 268.21	745.25D CML-5224(023) POSO
			\$ 25.35	745.28D CML-5224(026)ALLEY
			\$ 213.95	745.29C STPL-5224(027) J ST
			\$ 25.35	745.35D STPL-5224(0028) 1
			\$ 3,212.89	745.38D HSIPL-5224(029)
			\$ 5,397.60	745.39D SBI/MEASURE C
			\$ 3,190.63	755.04C PARK BASKETBALL
			\$ 590.63	760.01 AIRPORT GENERAL
			\$ 809.81	760.04 A.C.I.P /CAAP
			\$ 10,580.86	760.07 PAVEMENT MGMT
			\$ 60.38	775.18 MCDONALDS LOT MERGE
			\$ 234.15	775.19 SJ VILLAS SUBDIVIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45891	5/3/2024	GOUVEIA ENGINEERING, INC.	\$ 2,560.71	780.02 CEN CAL BUILDERS
			\$ 530.72	780.06 LA JOYA COMMONS
			\$ 1,871.10	785.27 CENCAL SUBDIVISION
			\$ 2,636.55	785.34 MCDONALDS REVIEW
			\$ 181.13	790.02 CITYWIDE ASSESSMENT
			\$ 1,435.88	795.10 FAA GRANT APP.
		Check Total:	\$ 59,002.67	
45892	5/3/2024	BRADY JENKINS	\$ 315.00	MONTHLY SALARY ATTENDANCE
45893	5/3/2024	RODDY A. LAKE	\$ 335.67	POLICE MEDICAL RETIREE
45894	5/3/2024	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
45895	5/3/2024	MARTIN MARTINEZ	\$ 195.60	POLICE SERVICE REFUND
			\$ 150.00	A/F HALL CLEANING DEPOSIT
		Check Total:	\$ 345.60	
45896	5/3/2024	SALVADOR RAYGOZA	\$ 350.00	HEALTH INSURANCE STIPEND
45897	5/3/2024	RELIABLE TRANSLATIONS, IN	\$ 80.00	FLAT RATE SPANISH TRANSLATE
45898	5/3/2024	SILVIA RENTERIA	\$ 315.00	MONTHLY SALARY ATTENDANCE
45899	5/3/2024	DIANE RUIZ	\$ 300.00	A/F HALL CANCELLATION
			\$ 610.00	A/F HALL CANCELLATION
		Check Total:	\$ 910.00	
45900	5/3/2024	SAN JOAQUIN VALLEY	\$ 215.00	PROJECT C1232001 FILING
45901	5/3/2024	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND
45902	5/3/2024	TECH MASTER MANAGEMENT	\$ 50.00	PD PEST CONTROL
			\$ 50.00	PD PEST CONTROL
			\$ 300.00	PEST CONTROL
			\$ 100.00	FD PEST CONTROL
		Check Total:	\$ 500.00	
45903	5/3/2024	TELSTAR INSTRUMENTS	\$ 1,346.00	PW-TOOLS
45904	5/3/2024	DATAPATH	\$ 400.00	REPLACEMENT UPS BATTERY

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45905	5/3/2024	ALFRED VALDEZ	\$ 315.00	MONTHLY SALARY ATTENDANCE
45906	5/3/2024	ALBERTO VERDUZCO	\$ 300.00	HEALTH INSURANCE STIPEND
45907	5/3/2024	VULCAN CONSTRUCTION	\$ 500.00	WATER METER RENTAL REFUND
45908	5/3/2024	WEST STAR ENVIRONMENTAL,	\$ 585.00	APCD AST TESTING
45909	5/3/2024	GUSTAVO & AIDA ALVAREZ	\$ 64.37	MQ CUSTOMER REFUND
45910	5/3/2024	DENILSON H CRUZ NUNEZ	\$ 32.29	MQ CUSTOMER REFUND
45911	5/3/2024	VERONICA RODRIGUEZ	\$ 2.55	MQ CUSTOMER REFUND
45912	5/3/2024	JESSICA MICHELLE SANCHEZ	\$ 18.61	MQ CUSTOMER REFUND
45913	5/10/2024	24/7 PET VETS	\$ 389.00	ANIMAL SERVICES
45914	5/10/2024	AVID WATER	\$ 23.47	HOSE CLAMP
			\$ 36.32	GLUE/COUPLING/PRIMER/GLOVE
			\$ 40.84	SLIP FIX/COUPLING/HAND SOAP
			\$ 104.76	COUPLING/TEE/GASKET
			\$ 19.87	CONCRETE MIX
			\$ 50.81	CLAMP/LAYFLAT FITTING
			\$ 145.13	SPRINKLER/VALVE/NIPPLE/SOAP
			\$ 4.36	CLAMP
			\$ 123.43	GASKET/GLUE/MALE ADAPTER
			\$ 55.74	PIPE/COUPLING/CAP
			\$ 193.15	VALVE/ELBOW/PIPE
			\$ 9.93	CONCRETE MIX
			\$ 150.05	ELBOW/NIPPLE/PIPE/COUPLING
			\$ 75.42	GLUE/PVC QUART
			\$ 42.97	COUPLING/ELBOW/PIPE
			\$ 69.95	NIPPLE/SPRINKLER
			\$ (54.99)	CREDIT COUPLING/SLIP FIX
			\$ 60.14	BUSHING/TEE/ELBOW/PIPE/GLUE
		Check Total:	\$ 1,151.35	
45915	5/10/2024	ARAMARK	\$ 31.95	CITY HALL
			\$ 70.45	COMMUNITY CENTER
			\$ 124.06	SHOP
			\$ 31.95	CITY HALL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
45915	5/10/2024	ARAMARK	\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
			\$ 99.54	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
			\$ 94.73	SHOP
			\$ 264.99	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
		Check Total:	\$ 1,127.59	
45916	5/10/2024	AT&T	\$ 589.79	ALL DEPT INTERNET
			\$ 598.41	ALL DEPTS TELEPHONE
			\$ 937.51	ALL DEPT INTERNET/TELEPHONE
		Check Total:	\$ 2,125.71	
45917	5/10/2024	SEBASTIAN	\$ 71.00	SENIOR CENTER ALARM
45918	5/10/2024	AXCES INDUSTRIAL SUPPLY	\$ 375.75	FLOAT AWAY DEGREASER
			\$ 751.51	FLOAT AWAY DEGREASER
			\$ 593.87	CLEAR LINE/GRANULAR SEWER
			\$ 1,127.26	18-FLOAT AWAY DEGREASERS
		Check Total:	\$ 2,848.39	
45919	5/10/2024	BURTON'S FIRE, INC.	\$ 1,004.40	PHOS CHECK A FOAM GAL
45920	5/10/2024	CALIFORNIA STATE LANDS CO	\$ 1,525.00	PUBLIC AGENCY PRC 8107
45921	5/10/2024	CINTAS CORPORATION	\$ 124.93	PW/CITY HALL/SENIOR CENTER
45922	5/10/2024	CIVICWELL	\$ 819.00	PROJ#4-454 FIREBAUGH CONN
45923	5/10/2024	CNA SURETY	\$ 3,214.30	WESTERN SURETY CO-CA
45924	5/10/2024	COMCAST	\$ 728.74	PD INTERNET #981037230
45925	5/10/2024	COMCAST BUSINESS	\$ 169.73	POLICE DEPT INTERNET
45926	5/10/2024	CORELOGIC SOLUTIONS, LLC.	\$ 231.85	REALQUEST MARCH 2024

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45927	5/10/2024	EMPLOYMENT DEVELOPMENT DE	\$ 1,800.00	ALI CHACON UNEMPLOYMENT
45928	5/10/2024	ESAFETY SUPPLIES, INC.	\$ 596.87	LARGE/XL GLOVES
45929	5/10/2024	EWING IRRIGATION PRODUCTS	\$ 900.55	SOLENOID/VALVE
45930	5/10/2024	FERGUSON WATERWORKS #1423	\$ 222.01	COMP COUP
			\$ 701.00	REP CLAMPS
		Check Total:	\$ 923.01	
45931	5/10/2024	FIREBAUGH VOLUNTEER FIRE	\$ 10,500.00	FY 23/24 ANNUAL VOLUNTEER
45932	5/10/2024	FIRST BANKCARD	\$ 590.66	PW-PORTOLA HOTEL
			\$ 60.21	PW-AMoN HDMI ADAPTERS
			\$ 37.91	PW-LESLIE'S POOL CHLORINE
			\$ 94.96	PW-AMAZON OIL SPILL MAT
			\$ 37.72	PW-CHARGES
			\$ 49.20	PW-AMAZON DOOR CHIME CITY
			\$ 40.35	PW-AMAZON CAMERA CITY HALL
		Check Total:	\$ 911.01	
45933	5/10/2024	FIREBAUGH TOWING	\$ 120.00	98 FORD TOWING TO CITY SHOP
45934	5/10/2024	FRESNO OXYGEN	\$ 100.79	PW-SHOP
45935	5/10/2024	GAMETIME	\$ 82,525.00	DUNKLE PARKK RECREATION
45936	5/10/2024	GRAINGER, INC.	\$ 334.94	LED BULB
45937	5/10/2024	GUTHRIE PETROLEUM, INC.	\$ 1,688.58	BULK UNLEADED GASOLINE
			\$ 1,437.89	BULK UNLEADED GASOLINE
			\$ 1,452.24	BULK DIESEL FUEL
			\$ 1,543.68	BULK UNLEADED GASOLINE
			\$ 1,805.87	BULK UNLEADED GASOLINE
			\$ 1,853.40	BULK UNLEADED GASOLINE
		Check Total:	\$ 9,781.66	
45938	5/10/2024	HCL MACHINE WORKS	\$ 313.94	PLATE/SHEER TO SIZE FEE
45939	5/10/2024	HOME DEPOT CREDIT SERVICE	\$ 253.46	COMMUNITY CTR-ROOF CLEAR/

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45940	5/10/2024	KER WEST, INC. DBA	\$ 897.00	ACCT TECH 1 ADVERTISEMENT
			\$ 690.00	WATER/SEWER & UTILITY MAINT
		Check Total:	\$ 1,587.00	
45941	5/10/2024	KIMBALL-MIDWEST	\$ 239.25	ANCHOR/TOOL/WASHER
45942	5/10/2024	RACHEL LOPEZ	\$ 12.76	AMERICAN FIDELITY REFUND
45943	5/10/2024	MANUELS TIRE SERVICE, INC	\$ 24.26	PD RADIAL PATCH
			\$ 68.53	RADIAL PATCH
		Check Total:	\$ 92.79	
45944	5/10/2024	LETICIA MELENDREZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
45945	5/10/2024	MID-VALLEY DISPOSAL	\$ 120.76	WATER TREATMENT PLANT
			\$ 120.76	1325 O STREET
			\$ 120.76	WATER TREATMENT PLANT
			\$ 120.76	1325 O STREET
			\$ 342.50	WATER TREATMENT PLANT
		Check Total:	\$ 825.54	
45946	5/10/2024	MISSION COMMUNICATIONS, L	\$ 4,313.40	SERVICE PACKAGE 1 YEAR
			\$ 588.18	WWTP-RADIO/DAUGHTERBOARD
		Check Total:	\$ 4,901.58	
45947	5/10/2024	MOORE TWINING ASSOCIATES,	\$ 5,879.00	PROFESSIONAL SERVICES 03/
45948	5/10/2024	NICHOLS CONSULTING	\$ 2,200.00	STATE MANDATED COST
45949	5/10/2024	NORTHSTAR CHEMICAL	\$ 2,976.87	FERRIC CHLORIDE
45950	5/10/2024	PACIFIC GAS & ELECTRIC	\$ 518.18	TOMA TEK #6759522333-9
45951	5/10/2024	PITNEY BOWES #8000-9090-	\$ 53.43	POSTAGE FEES
45952	5/10/2024	PITNEY BOWES INC.	\$ 609.35	SUPPLIES POSTAGE MACHINE
45953	5/10/2024	QUILL CORPORATION	\$ 31.30	CITY HALL GLADE
			\$ 386.90	ALL DEPT JANITORIAL SUPPLIES
			\$ 172.74	ALL DEPT JANITORIAL SUPPLIES
			\$ 345.48	PD/COMMUNITY CTR TRASH BAG
			\$ 82.05	CITY HALL THERMAL ROLLS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

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45953	5/10/2024	QUILL CORPORATION	\$ 190.01	PD/COMMUNITY CTR TOILET
		Check Total:	\$ 1,208.48	
45954	5/10/2024	REXEL	\$ (1,560.16)	CREDIT
			\$ 3,346.60	AB1756-IF8I CONTROLLOGIX
		Check Total:	\$ 1,786.44	
45955	5/10/2024	RSG, INC.	\$ 187.50	FY 23-24 SUCCESSOR AGENCY
45956	5/10/2024	SAN JOAQUIN VALLEY	\$ 143.00	24/25 ANNUAL PERMITS
			\$ 42.00	24/25 ANNUAL PERMITS
		Check Total:	\$ 185.00	
45957	5/10/2024	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PUBLIC WORKS
			\$ 50.00	FIRE DEPT PEST CONTROL
		Check Total:	\$ 200.00	
45958	5/10/2024	TELSTAR INSTRUMENTS	\$ 1,676.00	WWTP-SERVICE
			\$ 2,686.00	WWTP-SERVICES
			\$ 1,346.00	PW-SHOP
		Check Total:	\$ 5,708.00	
45959	5/10/2024	THARP'S FARM SUPPLY	\$ 33.22	HITCH LOCK
			\$ 10.74	CURTIS KEYS
			\$ 43.35	BLACK TIES
			\$ 109.65	LOPPER
			\$ 7.82	EXT SNAP RING
			\$ 88.38	GUN TACKER/STAPLES
			\$ 9.36	PIPE NIPPLE
			\$ 63.69	PROPANE W/TANK
			\$ 67.86	SCENT BOMB/BROOM/LYSOL
			\$ 42.50	GLOSS BLK/FLAT STOCK
			\$ 2.42	CURTIS KEYS
			\$ 8.29	UTILITY V BELT
			\$ 46.16	SOCKET
			\$ 26.92	CAPSCREW
			\$ 11.72	COVERALLS/CLAMP
			\$ 18.03	COVERALLS
			\$ 38.22	GLOVES
			\$ 26.18	ADAPTER/GAUGE
			\$ 7.87	4-WAY KEY

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45959	5/10/2024	THARP'S FARM SUPPLY	\$ 36.27	IMPACT SOC
			\$ 88.97	BRAKE CALIPER TOOL
			\$ 227.45	BATTERY FILLED W/ACID
			\$ 6.42	QUIK STEEL
			\$ 42.84	COUPLER/HOSE
			\$ 2.15	CURTIS KEYS
			\$ 60.68	UTILITY BLADE/MASTER LOCK
			\$ 6.45	CURTIS KEYS
			\$ 72.65	PADS/HAND CLEANER
			\$ 41.62	BATTERIES CPR DUMMIES
			\$ 6.03	32OZ SPRAY
			\$ 17.59	QUIK STEEL/BLUE PAINT MARCH
			\$ 14.58	FOGGER
			\$ 18.03	COVERALLS
			\$ 9.26	BLADES
			\$ 20.94	QUICK LINK
			\$ 20.30	PLIER/EXTRACTOR
			\$ 2.15	CURTIS KEYS
			\$ 25.15	POWER STEER LINE
			\$ 20.30	CLEANER GAL
			\$ 75.33	TEFLON/NIPPLE
			\$ 51.24	CLAMP/HOSE
			\$ 89.22	WATER SITE 2 SUPPLIES
			\$ 7.40	FITTING
			\$ 7.12	SAFETY GLASSES
			\$ 5.53	EXT SNAP RING
			\$ 23.21	PINESOL GAL
			\$ 9.66	5/8 ALL THREAD
			\$ 25.07	COVER ALL/SPRAY HOOD
			\$ 2.15	CURTIS KEYS
			\$ 15.53	COVERALLS/SAFETY GLASSES
			\$ 33.41	HACKSAW/WONDERBAR
		Check Total:	\$ 1,747.08	
45960	5/10/2024	THOMASON TRACTOR COMPANY	\$ 10.19	FINANCE CHARGE
			\$ 9.71	LINE ROUND
			\$ 207.71	BEARING CUP/BLADE/SEAL
			\$ 74.09	CHAIN LINK/PIN
			\$ 7.20	FRIEGHT
			\$ 14.02	FILTER/SPARK PLUG
			\$ 6.53	CLEANE
			\$ 102.62	WASHER/SNAP RING

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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45960	5/10/2024	THOMASON TRACTOR COMPANY	\$ 3,804.50	PD RIFFLE/EVIDENCE MONEY
			\$ 667.90	LOCK PIN/NUT
		Check Total:	\$ 4,904.47	
45961	5/10/2024	USA BLUEBOOK	\$ 1,273.27	COVERALLS/STRAINER/TUBING
			\$ 2,225.74	CHLORINE REAGENTS
			\$ 10,270.83	ALL WEATHER SAMPLER 2.5GA
		Check Total:	\$ 13,769.84	
45962	5/10/2024	U.S. BANK EQUIPMENT FINAN	\$ 524.19	RNT/LEASE EQUIP
45963	5/10/2024	DATAPATH	\$ 6,047.10	MONTHLY BILLING MAY 2024
45964	5/10/2024	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
45965	5/10/2024	VESTIS	\$ 264.80	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
			\$ 96.67	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
			\$ 96.67	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER MATS
			\$ 70.45	COMMUNITY CTR SUPPLIES
		Check Total:	\$ 900.01	
45966	5/10/2024	WATER RECLAMATION	\$ 10,438.33	WATER OPER REPAIR EQUIP.
45967	5/13/2024	CORELOGIC SOLUTIONS, LLC.	\$ 231.85	REALQUEST APRIL 2024
45968	5/13/2024	FIREBAUGH HARDWARE COMPAN	\$ 21.34	PARKER PARK-HOSE/ELBOW
45969	5/13/2024	BENJAMIN GALLEGOS	\$ 172.50	MEAL PER DIEM LAS VEGAS
45970	5/13/2024	BRADY JENKINS	\$ 217.50	MEAL PER DIEM LAS VEGAS
45971	5/13/2024	LIEBERT CASSIDY WHITMORE	\$ 84.00	PROFESSIONAL SERVICES
45972	5/13/2024	SILVIA RENTERIA	\$ 172.50	MEAL PER DIEM LAS VEGAS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
45973	5/13/2024	RSG, INC.	\$ 37.50	FY 23-24 SUCCESSOR AGENCY
45974	5/15/2024	CITY OF FIREBAUGH	\$ 127,563.50	PAYROLL ENDING 05/10/2024
45975	5/21/2024	AT&T MOBILITY	\$ 648.39	PD INTERNET AND CELL PHON
			\$ 1,023.79	CITY HALL/PW/COUNCIL CELL
		Check Total:	\$ 1,672.18	
45976	5/21/2024	CALIFORNIA POLICE CHIEFS	\$ 365.00	MEMBERSHIP RENEWAL CPCA 2
45977	5/21/2024	COMCAST	\$ 706.20	PD INTERNET #981037230
45978	5/21/2024	DISH	\$ 95.37	SENIOR CENTER CABLE
45979	5/21/2024	ELITE UNIFORMS	\$ 701.84	PD CIWS TEAM
45980	5/21/2024	GRISWOLD LASALLE COBB DOW	\$ 14.50	FILE MANAGEMENT CENCAL
			\$ 792.50	WASTEWATER TREATMENT
			\$ 6,500.00	LEGAL SERVICES APRIL 2024
		Check Total:	\$ 7,307.00	
45981	5/21/2024	MID-VALLEY DISPOSAL	\$ 38,371.04	SERVICES PERFORMED APRIL
45982	5/21/2024	PACIFIC GAS & ELECTRIC	\$ 3,295.01	FIRE DEPT/POLICE DEPT #32
45983	5/21/2024	THE NEIL JONES FOOD CO.	\$ 300.00	A/F HALL CLEANING DEPOSIT
45984	5/21/2024	UNITED PAVEMENT MAINTENAN	\$ 212,296.50	740.15-2024 Q ST & 7TH ST
45985	5/21/2024	U.S. POSTMASTER	\$ 296.27	POSTAGE FOR BUSINESS LICENSE
45986	5/23/2024	ADAMS ASHBY GROUP, LLC	\$ 1,000.00	GENERAL ADMIN-MONTHLY
45987	5/23/2024	AG & INDUSTRIAL SUPPLY	\$ 30.10	HOSE
			\$ 627.37	REMCO FATBOY PUMP
			\$ 42.11	ORING
			\$ 168.45	WWTP-HOSE SUCTION/TBOLT
			\$ 34.24	CAMLOCK
			\$ 196.09	SWEEPER-PARTS
		Check Total:	\$ 1,098.36	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
45988	5/23/2024	ALEX AUTO DIAGNOSTICS	\$ 61.75	2009 CAMRY SMOG INSPECTIO
			\$ 61.75	FORD F150 SMOG INSPECTION
			\$ 61.75	2016 FORD F150 SMOG INSPE
			\$ 61.75	2009 FORD F350 SMOG INSPE
			<u>\$ 61.75</u>	2006 ALTIMA SMOG INSPECTI
		Check Total:	\$ 308.75	
45989	5/23/2024	ALL SEASON SOLAR	\$ 500.00	WATER METER RENTAL DEPOSI
45990	5/23/2024	AT&T MOBILITY	\$ 829.04	CITY HALL/PW/COUNCIL CELL
			<u>\$ 648.39</u>	PD INTERNET AND CELLPHONE
		Check Total:	\$ 1,477.43	
45991	5/23/2024	JULIO BARRIOS	\$ 150.00	DUNKLE PARK CLEANING DEP.
45992	5/23/2024	CINTAS CORPORATION	\$ 77.39	CITY HALL/SENIOR CTR/PD M
45993	5/23/2024	CIVICWELL	\$ 12,702.50	PROJ:4-454 FIREBAUGH CONN
45994	5/23/2024	COMMUNITY OF WOMEN HELPIN	\$ 300.00	A/F HALL CLEANING DEPOSIT
45995	5/23/2024	CORBIN WILLITS SYSTEMS, I	\$ 1,203.47	ADMINISTRATION C/W SERVICE
45996	5/23/2024	DEPARTMENT OF JUSTICE	\$ 210.00	BLOOD ALCOHOL ANALYSIS
45997	5/23/2024	OLGA FLORES	\$ 150.00	ENCLOSED AREA CLEANING DEP
45998	5/23/2024	FRESNO COUNTY TREASURER	\$ 162.52	ACCESS FEES JANUARY 2024
			<u>\$ 169.90</u>	ACCESS FEES APRIL 2024
		Check Total:	\$ 332.42	
45999	5/23/2024	GOUVEIA ENGINEERING, INC.	\$ 82.69	710.03 DBE PLAN-ADA
			\$ 60.38	710.11 DIR REPORTING
			\$ 510.30	720.32 SHELL BLDG
			\$ 1,854.04	725.01 PUBLIC WORKS GENERAL
			\$ 1,992.38	730.10 WASTEWATER REPORTING
			\$ 1,302.87	730.01 SEWER GENERAL
			\$ 22,233.04	740.15C Q ST & 7TH ST WAT
			\$ 1,992.38	740.16 WATER REPORTING
			\$ 255.15	745.01 STREETS GENERAL
			\$ 3,732.16	745.02D HWY 33 BEAUTIFICATION
			\$ 1,432.52	745.25D CML-5224(023) POSO

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45999	5/23/2024	GOUVEIA ENGINEERING, INC.	\$ 1,230.33	745.35D STPL-5224(0208)
			\$ 454.70	745.38D HSIPL-5224(029)
			\$ 1,611.89	745.39C SB 1/MEASURE C
			\$ 1,277.33	745.39D SB1/MEASURE C
			\$ 7,452.72	755.04C DUNKLE PARK BASKET
			\$ 939.77	760.07 PAVEMENT MANAGEMENT
			\$ 165.38	775.15 LOT MERGER 2023-01
			\$ 421.31	775.19 SJ VILLAS SUBDIVIS
			\$ 6,576.42	780.06 LA JOYA COMMONS
			\$ 1,814.93	785.34 MCDONALDS REVIEW
			\$ 1,843.01	790.02 CITYWIDE ASSESSMENT
			\$ 170.10	795.01 GRANT-FUNDING
		Check Total:	\$ 59,405.80	
46000	5/23/2024	GRANITE CONSTRUCTION	\$ 500.00	WATER METER RENTAL DEPOSIT
46001	5/23/2024	HARRIS DEVELOPMENT DBA HB	\$ 132,904.29	DUNKLE PARK BASKETBALL
46002	5/23/2024	KER WEST, INC. DBA	\$ 2,296.00	NOTICE TO BIDDERS HWY 33
46003	5/23/2024	KIMBALL-MIDWEST	\$ 389.13	CLEANER/WASHER/CABLE TIE
			\$ 1,552.07	SOLVENT/CAP SCREW/CLAMP
			\$ 191.48	SCREW/DRILL BIT
		Check Total:	\$ 2,132.68	
46004	5/23/2024	GENE LIEB	\$ 300.00	A/F HALL CLEANING DEPOSIT
46005	5/23/2024	LIEBERT CASSIDY WHITMORE	\$ 1,518.17	PROFESSIONAL SERVICES THR
46006	5/23/2024	ELSA LOPEZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
46007	5/23/2024	MID-VALLEY DISPOSAL	\$ 375.15	WATER TREATMENT PLANT
46008	5/23/2024	GLORIA MOYA	\$ 300.00	A/F HALL CLEANING DEPOSIT
46009	5/23/2024	WENDY OZBURN	\$ 300.00	A/F HALL CLEANING DEPOSIT
46010	5/23/2024	GLORIA PACHECO	\$ 150.00	ENCLOSED AREA CLEANING DEP
46011	5/23/2024	PITNEY BOWES GLOBAL FINAN	\$ 490.24	LEASE 03/30/24-06/29/24
46012	5/23/2024	CSG CONSULTANTS, INC.	\$ 1,541.06	BUILDING PLAN REVIEW APRIL

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46012	5/23/2024	CSG CONSULTANTS, INC.	\$ 123.00	FIRE PLAN REVIEW APRIL 2024
		Check Total:	\$ 1,664.06	
46013	5/23/2024	SALEM ENGINEERING GROUP,	\$ 1,415.00	755.04 DUNKLE PARK BASKET
			\$ 3,235.00	740.15 Q ST & 7TH ST WATE
		Check Total:	\$ 4,650.00	
46014	5/23/2024	YVONNE SANDOVAL	\$ 300.00	HEALTH INSURANCE STIPEND
46015	5/23/2024	SAN JOAQUIN SAND & GRAVEL	\$ 3,090.23	COLD MIX ASPHALT
46016	5/23/2024	AMBER SANTOYO	\$ 300.00	A/F HALL CLEANING DEPOSIT
46017	5/23/2024	STAPLES BUSINESS CREDIT	\$ 94.78	PD OFFICE SUPPLIES
46018	5/23/2024	THE SALVATION ARMY	\$ 3,036.31	HOT MEAL/FOOD DISTRIBUTIO
46019	5/23/2024	TORRES FENCE CO., INC.	\$ 9,637.00	PARKS RNT/LEASE EQUIP
46020	5/23/2024	UBEO WEST LLC	\$ 525.00	HP DESIGNJET T2600DR
46021	5/23/2024	USA BLUEBOOK	\$ 21.59	MANNING COUPLER HOSE MALE
46022	5/23/2024	VELIA VALDEZ	\$ 175.00	CANCELED EVENT DUNKLE PARK
46023	5/23/2024	WITMER PUBLIC SAFETY GROU	\$ 810.40	FD SUPPLIES
46024	5/29/2024	CITY OF FIREBAUGH	\$ 134,046.89	PAYROLL ENDING 05/24/2024
46025	5/31/2024	WESTAMERICA BANK	\$ 200.00	CASH POLICE DEPT INVESTIG
46026	5/31/2024	FIRST BANKCARD	\$ 826.56	BEN-HARDROCK HOTEL RITA
			\$ 60.00	BEN-CHEVRON SACRAMENTO
			\$ 582.18	BEN-HYATT SACRAMENTO CONF
			\$ 590.27	BEN-HYATT S.RENTERIA
			\$ 15.00	BEN-HYATT FEE
			\$ 2,162.87	BEN-HOBART SERVICE SENIOR
			\$ 664.50	PW-AMAZON TRASH BAGS
			\$ 1,970.12	PW-TEAMVIEWER WATER DEPT
		Check Total:	\$ 6,871.50	

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46027	5/31/2024	AMAZON CAPITAL SERVICES	\$ 193.28	PD MEMBERSHIP FEE
			\$ 682.05	PARKS TRASH BAGS
		Check Total:	\$ 875.33	
46028	5/31/2024	ANGEL ARMOR	\$ 1,351.49	PD R.TABARES/J. PEREZ
46029	5/31/2024	SEBASTIAN	\$ 69.95	SENIOR CENTER CABLE
46030	5/31/2024	AUTOZONE COMMERCIAL (1379	\$ 25.90	PRESSURE HOSE
			\$ 25.90	DURALAST SOLENOID SWITCH
			\$ 23.27	PORTABLE BEARING
			\$ 323.91	CYLINDER
			\$ 323.91	CYLINDER
			\$ 11.51	MICROFIBER TOWELS
			\$ 9.42	ENERGIZER BATTERY
			\$ 26.94	HEADLINER & FABRIC ADHESIVE
			\$ 26.17	SPEED WAX
			\$ 234.50	SOLENOID/WIRE SET/SPARK PLUG
			\$ 2.90	SPARK PLUG GAP
			\$ 185.70	CALIPER DURALAST
			\$ 3.13	FD-BOLT
			\$ 152.23	THROTTLE BODY UNIT
			\$ 11.87	THROTTLE BODY GAS
			\$ 35.89	BULBS
			\$ 168.65	PD BATTERY
		Check Total:	\$ 1,591.80	
46031	5/31/2024	DENISE BORBOA	\$ 150.00	DUNKLE ENCLOSED AREA DEP
46032	5/31/2024	BSK & ASSOCIATES, INC.	\$ 86.50	LAB ANALYSIS
			\$ 86.50	LAB ANALYSIS
			\$ 171.50	LAB ANALYSIS
			\$ 362.75	LAB ANALYSIS
			\$ 154.50	LAB ANALYSIS
		Check Total:	\$ 861.75	
46033	5/31/2024	COMCAST BUSINESS	\$ 236.85	FIRE DEPT INTERNET
46034	5/31/2024	DATA TICKET INC.	\$ 250.50	DELINQUENT COLLECTION APRIL
46035	5/31/2024	ENGIE SERVICES U.S.	\$ 8,851.09	M&V FEES YEAR 4(JAN2024-D

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
46035	5/31/2024	ENGIE SERVICES U.S.	\$ 10,167.82	YEAR 4 OM FEES (JAN2024-D
		Check Total:	\$ 19,018.91	
46036	5/31/2024	FIRST BANKCARD	\$ 112.83	PD-SUBWAY MEETING WESTSIDE
			\$ 30.36	PD-BLUE FLAME JAIL INSPEC.
			\$ 41.67	PD-PEOPLEFACTS.COM
			\$ 103.67	PD-AMERICAN RED CROSS
			\$ 1,539.33	PD-AMERICAN RED CROSS
			\$ 32.42	PIO-AMAZON BATTERIES
			\$ 72.28	PIO-AMAZON NETS FOR PARKS
			\$ 180.42	PIO-SENIOR CENTER SUPPLIES
			\$ 100.00	PIO-CSMFO GOVERNMENTAL
			\$ 5.00	PIO-DYN.COM
			\$ 80.35	PIO-JP COOKE DOG TAGS
			\$ 40.55	PIO-PIZZA FACTORY FOR MTG
			\$ 83.52	PIO-LABORLAWCENTER. ALL DEP
		Check Total:	\$ 2,422.40	
46037	5/31/2024	FLUORESCO SERVICES	\$ 49,823.45	INSTALLED SIDE PANEL COVE
46038	5/31/2024	FRESNO COUNTY TREASURER	\$ 100.00	PD J. BAXTER CIVIL PROCED
46039	5/31/2024	FRESNO CITY COLLEGE	\$ 105.00	PD J. CASTILLO INTERNAL AFFAIR
			\$ 82.00	FD H.MARIN COURSE LAWS
		Check Total:	\$ 187.00	
46040	5/31/2024	GRAINGER, INC.	\$ 128.08	FUSE MIDGET
46041	5/31/2024	KIMBALL-MIDWEST	\$ 1,081.18	WHEEL/ASSORTMENT/GLOVES
46042	5/31/2024	MARIN CONSULTING ASSOCIAT	\$ 250.00	PD B. SOLANO LEADERSHIP
46043	5/31/2024	MCCLATCHY COMPANY LLC	\$ 419.56	ADVERTISEMENT STREETS
46044	5/31/2024	JUANA ISELA MONTEON	\$ 150.00	DUNKLE ENCLOSED AREA DEP
46045	5/31/2024	PACIFIC GAS & ELECTRIC	\$ 35,904.88	ALL DEPTS #7355932148-1
46046	5/31/2024	PARENTS FOR SOBER GRAD	\$ 58.10	CALENDAR LISTING 2024
46047	5/31/2024	PITNEY BOWES #8000-9090-	\$ 1,105.34	POSTAGE REFILL 4/29 AND 5/2

**CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2024- MAY 31, 2024**

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
46048	5/31/2024	CSG CONSULTANTS, INC.	\$ 5,140.00	PROFESSIONAL SERVICE
			\$ 76.00	PROFESSIONAL SERVICE
		Check Total:	\$ 5,216.00	
46049	5/31/2024	SPARKLETTS	\$ 303.69	CITY HALL/SENIOR CTR/POLICE
46050	5/31/2024	SSA LANDSCAPE ARCHITECTS	\$ 5,036.25	PROFESSIONAL SERVICES 4/2/24
46051	5/31/2024	TECH MASTER MANAGEMENT	\$ 150.00	CITY HALL/PUBLIC WORKS
			\$ 50.00	FIRE DEPT PEST CONTROL
		Check Total:	\$ 200.00	
46052	5/31/2024	TELSTAR INSTRUMENTS	\$ 3,883.21	WWTP-SERVICE
			\$ 4,082.00	WWTP SERVICE
		Check Total:	\$ 7,965.21	
46053	5/31/2024	THE WESTSIDE EXPRESS	\$ 52.00	SUBSCRIPTION FEE

RESOLUTION NO. 24-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVAL OF FINDINGS FOR GOVERNMENT CODE SECTION 4217.10-4217.18, APPROVAL OF FACILITY SOLUTIONS AGREEMENT BETWEEN CITY OF FIREBAUGH “CITY” FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION OF ENERGY EFFICIENCY AND RENEWABLE GENERATION MEASURES ON SELECTED CITY SITES

WHEREAS, the City Council ("Council") has endorsed the goal of energy efficiency and directed staff to develop renewable generation projects for use at existing City sites. Based on an analysis of energy efficiency savings and capabilities the City has selected SitelogIQ based on their qualifications and references as to be “Best Value”;

WHEREAS, the City approved an agreement to enter into negotiations with SitelogIQ, Inc. which proposes an Energy Conservation project to the City to include energy efficiency improvements to the sites including the use of Government Code Section 4217.10-4217.18 to implement Solar PV Power Generation.

WHEREAS, the City Council has received and reviewed information and data presented by City staff demonstrating that the cost to the City for Supplier to provide energy conservation and renewable generation measures pursuant to the Agreement will be less than the anticipated energy savings to the City; and SitelogIQ, Inc.

WHEREAS, in order to maximize the cost savings from the energy project, the City desires to improve the facility energy efficiency at specified sites with the scope of work;

BE IT RESOLVED that based on comments, staff reports, and documentation reviewed by the City Council, the City Council makes the formal findings that the cost of the project will be offset by the anticipated savings in energy consumption; and

BE IT FURTHER RESOLVED that the City Council hereby approves the Facility Solutions Agreement

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AUTHORIZING SITELOGIQ AND CITY MANAGER TO COMPLETE AND SUBMIT ALL NECESSARY DOCUMENTS AND APPLICATION FOR THE CEC ECAA LOAN PROGRAM AND FINDING THE ACTIVITY FUNDED BY SUCH LOAN TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

City of Firebaugh

Name of Institution or Organization

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements;

NOW THEREFORE, BE IT RESOLVED, that City Council of the City of Firebaugh authorizes SitelogIQ to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), City of Firebaugh finds that the activity funded by the loan is a project that is categorically exempt under 15301, 15304, 15311 and 15329 because the solar site proposed is part of an existing facility and/ or minor alterations to land.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the City Council of the City of Firebaugh authorizes the City Manager to accept a loan up to \$551,000.00.

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

BE IT FURTHER RESOLVED, that City Manager, Ben Gallegos is hereby authorized and empowered to execute in the name of City of Firebaugh all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 17th day of June, 2024.

Governing Board Representatives:

Elsa Lopez, Mayor

Freddy Valdez, Mayor Pro Tem

Silvia Renteria, Council Member

Felipe Perez, Council Member

Brady Jenkins, Council Member

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 24-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH,
DESIGNATING VOTING DELEGATE AND ALTERNATE(S) FOR
THE LEAGUE OF CALIFORNIA CITIES ANNUAL MEETING,
OCTOBER 16-18, 2024, LONG BEACH**

The City Council of the City of Firebaugh does hereby resolve as follows:

SECTION 1. Mayor Brady Jenkins is hereby designated as the City of Firebaugh voting delegate to the League of California Cities Annual Conference & Expo, October 16-18, 2024, in Long Beach.

SECTION 2. Council Member _____ and _____ are hereby designated as the City of Firebaugh alternate voting delegates to the League of California Cities Annual Conference & Expo, October 1-18, 2024, in Long Beach.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy therefor to the appointee.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2024, by the following vote:

AYES: Council Member(s)

NOES: Council Member(s)

ABSENT: Council Member(s)

ABSTAIN: Council Member(s)

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk



TO: Elsa Lopez and Council Members
FROM: Noe Martinez, Gouveia Engineering, Inc.
DATE: June 17, 2024
SUBJECT: Resolution No. 24-28 Approving the City of Firebaugh FY 24/25 List of Eligible Projects for Funding from the Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1 Road Repair and Accountability Act of 2017, and authorizing the City Manager to file with the California Transportation Commission (CTC) the Project List and the Annual Expenditure Report for FY 24/25 RMRA Funding

RECOMMENDATION:

Council by motion adopt Resolution No. 24-28 – Authorizing the following:

1. Approval of the City of Firebaugh FY 24/25 List of eligible projects for funding from the Road Maintenance and Rehabilitation Account administered by the California Transportation Commission in partnership with the State Controller’s office, and
2. The City Manager is directed to file with the California Transportation Commission the Project List and Annual Expenditure Report for FY 24/25 RMRA Funding.

BACKGROUND:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor on April 28, 2017, in order to address the transportation funding shortfalls statewide. Findings from the 2016-2023 California Statewide Local Streets and Roads Needs Assessment show that a majority of the city streets and roads in California are at an “at-risk” condition and this funding will provide for improving the roads system. It is anticipated that over the current decade and beyond, SB 1 will contribute to restoring streets and roads into a “good” condition. SB 1 funding is generated from increased gasoline and diesel fuel excise taxes and additional vehicle registration fees for California residents.

SB 1 includes accountability and transparency provisions to ensure the funding is used promptly for eligible transportation projects including, but not limited to, road maintenance and rehabilitation, safety projects, railroad grade separations, “complete streets” components, and traffic control devices. Funding recipients must prepare a list of eligible projects to receive funding from the Road Maintenance and Rehabilitation Account on a fiscal year basis. This list must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement. Funding recipients are also required to prepare annual reports to indicate expenditure levels and completion status for each proposed project on a fiscal year basis.

Cities and counties receive an annual allocation, determined from a population formula, which is distributed on a monthly basis. SB 1 mandates that this new RMRA funding must not be used to supplant the current level of General Fund expenditures for street improvements and will be subject to oversight by the State Controller as part of the accountability and transparency provisions.

DISCUSSION:

This year’s allocation corresponds to the eighth year of funding and the seventh consecutive full allocation since the program’s inception. The funds were first made available to cities and counties during Fiscal Year 2017-2018 as a partial allocation from the regular fiscal year amount.

In order to receive the FY 24/25 SB 1 funding, the City of Firebaugh must submit to the California Transportation Commission by July 1, 2024, or as extended by the Commission, a list of eligible projects approved by resolution by the City Council and submitted electronically using the CTC-developed an online tool.

The City has determined a project list consisting of both new and previously proposed and adopted (Re-listed) projects for the SB 1 RMRA Program.

The City of Firebaugh’s FY 24/25 allocation is estimated at \$217,407 per the Local Streets and Roads – Projected Revenues dated January, 2024, and as published by the California City Finance website. It is recommended that these funds be designated to the following new or Re-listed eligible projects:

1. 13th Street Rehabilitation (from O Street to Bridge over the San Joaquin River) – **Re-listed**
2. Q Street Rehabilitation (from 11th Street to 9th Street) – **New**

The attached project list (Exhibit 1) provides more detail including the project description, location, estimated completion date, and useful life.

The City’s FY 24/25 Budget will include the following revenue and expenditure items for the FY 24/25 SB 1 Allocation:

Revenue: Road Maintenance and Rehabilitation Account: \$217,407

Expenditure: Road Maintenance and Rehabilitation Projects: \$217,407

FISCAL IMPACT:

The expenditures for the FY 24/25 eligible projects will be fully funded from the City’s Road Maintenance and Rehabilitation Account. The proposed project expenditures for FY 24/25 shall match the anticipated revenue of \$217,407 for FY 24/25.

ATTACHMENTS:

- Resolution No. 24-28
- Exhibit 1 – FY 24/25 LSR Project List

RESOLUTION NO. 24-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH FY 2024/2025 LIST OF ELIGIBLE PROJECTS FOR FUNDING FROM THE ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) CREATED BY SENATE BILL 1: ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017, AND AUTHORIZING THE CITY MANAGER TO FILE WITH THE CALIFORNIA TRANSPORTATION COMMISSION THE PROJECT LIST AND ANNUAL EXPENDITURE REPORT FOR FY 2024/2025 RMRA FUNDING

WHEREAS, the City of Firebaugh is eligible to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1, Road Repair and Accountability Act of 2017, passed by the Legislature and signed into law by the Governor on April 28, 2017, in order to address the transportation funding shortfalls statewide; and

WHEREAS, RMRA funding is generated from increased gasoline and diesel fuel excise taxes and additional vehicle registration fees for California residents, cities and counties receive an annual allocation, determined from a population formula, which is distributed on a monthly basis; and

WHEREAS, SB 1 includes accountability and transparency provisions to ensure the funding is used promptly for eligible transportation projects including, but not limited to, road maintenance and rehabilitation, safety projects, railroad grade separations, “complete streets” components, and traffic control devices, this new RMRA funding must not be used to supplant the current level of General Fund expenditures for street improvements and will be subject to oversight by the State Controller’s office; and

WHEREAS, funding recipients must prepare a list of eligible projects to receive funding from the Road Maintenance and Rehabilitation Account on a fiscal year basis and approved by resolution by the governing board. This list must include a description and location of each proposed project, a proposed schedule for completion, and the estimated useful life of the improvements; and

WHEREAS, the City has ensured public input and developed the most high-priority and cost-effective projects to receive SB 1 revenues and that would meet the City’s priorities for transportation investment; and

WHEREAS, the list of selected projects includes both new and previously proposed and adopted (Re-listed) projects that will be partially or solely funded with the RMRA FY 24/25 allocation. With the relisting of previously proposed and adopted projects and inclusion of new projects in this resolution, the City is reaffirming the public and the State the City’s intent to fund these projects with Road Maintenance and Rehabilitation Account revenues; and

WHEREAS, the City of Firebaugh’s FY 2024/2025 allocation for RMRA funding is estimated at \$217,407 and the City intends to appropriate these funds on its FY 24/25 Budget; and

WHEREAS, the City’s FY 2024/2025 allocation will be appropriated to the eligible projects listed below and as shown on Exhibit 1:

1. 13th Street Rehabilitation (from O Street to Bridge over the San Joaquin River) – **Re-listed**
2. Q Street Rehabilitation (from 11th Street to 9th Street) – **New**; and

WHEREAS, the above listed projects and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits for the City of Firebaugh and its residents; and

WHEREAS, the City is required to submit to the California Transportation Commission by July 1, 2024, or as extended by the Commission, the FY 2024/2025 List of eligible projects and a resolution that shows these projects were approved to receive FY 24/25 SB 1 funds; and

WHEREAS, funding recipients must prepare an annual report to indicate expenditure levels and completion status for each proposed project on a fiscal year basis.

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

1. The above recitals are true and correct findings of the Firebaugh City Council.
2. The City Council hereby approves the above proposed FY 2024/2025 List for eligible projects to receive funding from the Road Maintenance and Rehabilitation Account.
3. The FY 24/25 SB 1 funds will be appropriated on the City’s FY 24/25 Budget.
4. The City Manager is hereby authorized and directed to submit to the California Transportation Commission the Project List and Annual Expenditure Report for FY 2024/2025 RMRA Funding.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

Local Streets and Roads Program

Agency Name:		Agency Contact:
Firebaugh		Ben Gallegos
		(559) 659-3412
LoCode:	5224	bgallegos@firebaugh.org

FY
24/25

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP01	13th Street Rehabilitation (Re-listed)	Roadway rehabilitation	In the City of Firebaugh between O Street and Bridge over the San Joaquin River	08/2025	08/2026	10	20
PP02	Q Street Rehabilitation (New)	Roadway rehabilitation	In the City of Firebaugh between 11th Street and 9th Street	08/2024	08/2025	10	20
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							
PP15							
PP16							
PP17							
PP18							
PP19							
PP20							

RESOLUTION NO. 24-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2024-25**

WHEREAS, Article XIII B of the California Constitution requires cities to adopt annual appropriations limits; and

WHEREAS, Government Code Section 7910 requires each local government to establish its appropriation limit by resolution each year at a regularly scheduled meeting or a noticed public meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT the Appropriations Limit for the City of Firebaugh for Fiscal Year 2024-2025 is hereby set at 15,126,860 as per attached Exhibit "A", which is incorporated herein by this reference.

BE IT FURTHER RESOLVED THAT any challenge to said Appropriations Limit must be filed in writing with the City Manager by no later June 30, 2023. If a challenge is made to attack, review, set aside, void or annul the action of the City Council herein, the matter shall be set for hearing before the Firebaugh City Council at its next available regular meeting. Legal challenges must be brought within 45 days after this Resolution is adopted.

The foregoing Resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City of Firebaugh held on June 17, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

EXHIBIT "A"

ARTICLE XIII B—APPROPRIATIONS LIMIT FOR THE CITY OF FIREBAUGH FOR FISCAL YEAR 2024-2025

Appropriation Limit for Previous Fiscal Year 2024 - 2025		\$14,711,678
Population in January 2023		8,480
Population in January 2024		8,415
Percentage change in the City:		-0.77%
Percentage increase in Fresno County:		0.69%
California per Capita Personal Income:		3.62%
<u>Calculation of Factor for FY 2023-2024</u>		
Per Capita converted to a ratio:	$(3.62 + 100)/100 =$	1.0362
Population converted to ratio:	$(-0.77 + 100)/100 =$.9923
Calculation of factor for FY 2023-2024	$1.0362 \times .9923 =$	1.0282
Appropriation Limit for Fiscal Year 2024-2025: \$14,711,678*1.0282		<u>\$15,126,860</u>



TO: Mayor Elsa Lopez and Council Members
FROM: Pio Martin, Finance Director
DATE: June 17, 2024
SUBJECT: Resolution Adopting the City of Firebaugh Budget Fiscal Year 2024-2025

RECOMMENDATION:

Adopt resolution approving the operating budget for Fiscal Year 2024 – 2025.

DISCUSSION:

The proposed Fiscal Year 2024-2025 budget is attached for Council approval. Council had preliminary budget meetings on:

- ✓ April 15, 2024 – Preliminary Salary Budget Report
- ✓ May 6, 2024 – Preliminary Operating and Expense Budget Report
- ✓ June 3, 2024 – Preliminary Street Budget Report

SUMMARY OF PROPOSED BUDGET:

The General Fund consists of 10 departments with predicted revenue of \$4,130,450 with total expenditures of \$4,278,317. Salaries and Benefits total is \$3,102,941 with 75.3% of that cost going to the police department. Within the general fund we also have four (4) funds that should be self-sufficient, these funds are 006-Public Safety, 008-Law Enforcement, 061-Special Events, and 086-Community Center. Out of the four funds, 086-Community Center is unable to meet its revenue to pay for operating expenses.

Street budgets consist of eight (8) funds of which our staff considers them to have a healthy in outstanding shape. This year we have a reconstruction project on “Q” Street between 11th and 9th Streets. We are also saving funds for future projects that will require city match funding.

Enterprise budgets consist of seven (7) funds. Two of the seven are capital improvement funds. Staff has budgeted \$200,000 in the Water Capital 037 for water line improvement on alley between 15th and 16th between “O” and “P” Streets. Staff has budgeted \$520,000 in the Sewer Capital 041 for sewer line improvement on alley between 15th and 16th between “O” and “P” Streets. The second project is a lift station pump on Beehive \$175,000. Light & Landscape 043 will need some assistance from the General Fund to balance the budget.

Impact Fee staff planning on using impact fees from Administrative / Public Safety, Water and Sewer to pay for an architect to draw plans for a possible new city hall. Staff has budgeted \$225,000 from the Park Impact Fees for Maldonado Park design.

General Fund

Fund	Name	Revenue	Salaries / Benefits	Expenses	Difference
004	GENERAL FUND	4,130,450.00	3,102,941.00	1,325,376.00	-297,867.00
006	PUBLIC SAFETY	24,425.00		1,500.00	22,925.00
008	LAW ENFORCEMENT	112,325.00	151,574.00	70,501.00	-109,750.00
061	SPECIAL EVENTS.	145,325.00	26,625.00	114,600.00	4,100.00
086	COMMUNITY CENTER	28,000.00	25,681.00	15,161.00	-12,842.00

Street Funds

Fund	Name	Revenue	Salaries / Benefits	Expenses	Difference
012	GAS TAX 2105	161,152.00		132,450.00	28,702.00
013	ROAD MAINTENANCE	220,017.00		217,000.00	3,017.00
025	LTF ARTICLE III	9,897.00		9,000.00	897.00
028	T.D.A.	355,387.00	106,736.00	304,535.00	-55,884.00
033	MEASURE C-1	187,857.00	124,461.00	33,598.00	29,798.00
034	MEASURE C-2	6,579.00		500.00	6,079.00
035	MEASURE C-3	219,369.00		0.00	219,369.00
067	AB2928 GAS TAX	80,142.00	54,510.00	6,425.00	19,207.00

Enterprise Funds

Fund	Name	Revenue	Salaries / Benefits	Expenses	Difference
016	STATE AID AVIATION	37,020.00	19,658.00	33,874.00	-16,512.00
036	WATER	2,054,400.00	630,203.00	132,771.00	41,426.00
037	WATER CAPITAL			200,000.00	-200,000.00
040	SEWER	1,843,950.00	662,134.00	874,044.00	307,772.00
041	SEWER CAPITAL			695,000.00	-695,000.00
043	LIGHT & LANDSCAPE	67,203.00	35,643.00	50,771.00	-19,211.00
080	SOLID WASTE	583,600.00	73,785.00	506,309.00	3,506.00

Impact Fees

Fund	Name	Revenue	Salaries / Benefits	Expenses	Difference
094	ADMIN/SAFETY FEE			50,000.00	-50,000.00
095	SEWER IMPACT FEE			100,000.00	-100,000.00
098	PARK/REC IMPACT FEE			225,000.00	-225,000.00
099	WATER IMPACT FEE			100,000.00	-100,000.00

RESOLUTION NO. 24-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR FISCAL YEAR 2024 - 2025**

WHEREAS, the City Staff has proposed to the City Council of the City of Firebaugh the attached Budget for fiscal year 2024 - 2025, which is incorporated herein by this reference; and

WHEREAS, it is the intention of the City Council to adopt said Budget as the City's budget for the fiscal year 2024 - 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIREBAUGH AS FOLLOWS:

That certain budget for the fiscal year July 1, 2024 - June 30, 2025, attached and on file in the office of the City Clerk entitled, "City of Firebaugh Budget – Fiscal Year 2024 - 2025", which is hereby referred to and incorporated herein by reference, is hereby adopted by the City Council of the City of Firebaugh as the Formal Annual Budget of the City of Firebaugh for the fiscal year July 1, 2024 - June 30, 2025.

The foregoing Resolution was approved and adopted by the City Council of the City of Firebaugh, on the 17th day of June 2024, by the following votes:

AYES: Board Members

NOES: Board Members

ABSENT: Board Members

ABSTAIN: Board Members

APPROVED

ATTEST

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

CLERK'S CERTIFICATE

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh (the "City") certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Firebaugh City Council held on June 17, 2024.

DATE: June 17, 2024

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 24-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING THE CITY OF FIREBAUGH’S BUDGET FOR FISCAL YEAR 2024 - 2025**

WHEREAS, the City Staff has proposed to the City Council of the City of Firebaugh the attached Budget for fiscal year 2024 - 2025, which is incorporated herein by this reference; and

WHEREAS, it is the intention of the City Council to adopt said Budget as the City’s budget for the fiscal year 2024 - 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIREBAUGH AS FOLLOWS:

That certain budget for the fiscal year July 1, 2024 - June 30, 2025, attached and on file in the office of the City Clerk entitled, “City of Firebaugh Budget – Fiscal Year 2024 - 2025”, which is hereby referred to and incorporated herein by reference, is hereby adopted by the City Council of the City of Firebaugh as the Formal Annual Budget of the City of Firebaugh for the fiscal year July 1, 2024 - June 30, 2025.

The foregoing Resolution was approved and adopted by the City Council of the City of Firebaugh, on the 17th day of June 2024, by the following votes:

- AYES: Board Members**
- NOES: Board Members**
- ABSENT: Board Members**
- ABSTAIN: Board Members**

APPROVED

ATTEST

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

CLERK’S CERTIFICATE

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh (the “City”) certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Firebaugh City Council held on June 17, 2024.

DATE: June 17, 2024

Rita Lozano, Deputy City Clerk



FISCAL YEAR 2024-2025 BUDGET

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City of Firebaugh – Directory

City of Firebaugh
1133 “P” Street
Firebaugh, CA 93622
559.659.2043 – Phone
559.659.3412 – Fax
www.firebaugh.org

City Council meets every 1st and 3rd Monday of every month at Andrew Firebaugh Community Center 1655 13th Street, Firebaugh, CA 93622.

City Council

Mayor, Elsa Lopez	Term Expires 2026
Mayor Pro-Tem, Freddy Valdez	Term Expires 2024
Council Member, Brady Jenkins	Term Expires 2024
Council Member, Felipe Perez	Term Expires 2024
Council Member, Silvia Renterria	Term Expires 2026

Departments

City Manager, Ben Gallegos bgallegos@firebaugh.org	559.659.5905
Finance Director, Pio Martin pmartin@firebaugh.org	559.659.5901
Public Works Director, Michael Molina mmolina@firebaugh.org	559.659.5902
City Clerk, Rita Lozano rlozano@firebaugh.org	559.659.5904
Accounts Payable / Payroll, Nancy Vaca nvaca@firebaugh.org	559.659.5907
Building Department / Planning, Isabel Saldivar isaldivar@firebaugh.org	559.659.5900
Utility Billing, Marlim Contreras mcontreras@firebaugh.org	559.659-2043
Accounts Receivable, Olga Flores oflores@firebaugh.org	559.659.5846
Senior Center, Norma Sanchez seniorcenter@firebaugh.org	559-407-8811
Police Chief, Salvador Raygoza	559.659.3051
Interm Fire Chief, Michael Molina	559.659.5902

Contract Services

City Attorney, Christina G. Di Filippo, Griswold, Lasalle, Cobb, Dowd & Gin LLP	559.584.6656
City Engineer, Mario Gouveia, Gouveia Engineering, Inc.	209.854.3300
City Planner, Karl Schoettler, 4Creeks	559.802.3052
City Building Inspectors, CSG Consultants, INC.	559.659.5900

<u>FUND</u>	<u>REVENUE</u>	<u>Name: GENERAL FUND</u>	<u>Budget 2024-2025</u>
004	3001	CURRENT YR. SECURED	240,000
004	3002	CURRENT YR. UNSECURED	25,000
004	3003	PRIOR YR. SECURED	700
004	3004	PRIOR YR. UNSECURED	4,000
004	3005	OTHER PROPERTY TAXES	8,000
004	3007	C.Y. SUPPLEMENT SECURED	9,200
004	3011	REAL PROPERTY TRANSFERRED TAX	5,500
004	3013	HOMEOWNERS PROP TAX RELIEF	3,500
004	3014	TAX INCREMENT PASS-THROUGH	100,000
004	3101	ANIMAL LICENSES	800
004	3102	CONSTRUCTION & BLDG PERMITS	50,000
004	3103	BUSINESS LICENSE	40,000
004	3106	PLAN CHECK FEES	30,000
004	3108	ELECTRICAL PERMIT ISSUANCE	30,000
004	3109	MECHANICAL PERMIT ISSUANCE	7,000
004	3110	PLUMBING PERMIT ISSUANCE	7,000
004	3111	RE-ROOF TEAR OFF	8,000
004	3113	PLANNING FEE	500
004	3115	ENCROACHMENT FEE	9,000
004	3123	REVENUE RAISING FEE	79,000
004	3125	CANNABIS SALES PERCENTAGE	16,000
004	3126	SB 1186 - STATE MANDATED ADA	1,000
004	3201	MOTOR VEHICLE FINES	10,000
004	3202	CRIMINAL FINES	300
004	3401	ST MOTOR VEH IN LIEU TAX	850,000
004	3402	SALES TAX	1,000,000
004	3403	FRANCHISE FEES	150,000
004	3404	UTILITY USER TAX - PGE	1,300,000
004	3405	UTILITY USER TAX - TELEPHONE	20,000
004	3406	HOTEL/MOTEL TAX (4%)	4,000
004	3408	TOBACCO RETAIL PERMIT FEE	2,850
004	3409	PREPAID MOBILE TELEPHONE TAX	500
004	3501	ZONING/PLANNING FEES	7,000
004	3511	MALDONADO PARK LIGHT USE	50
004	3524	LIVE SCAN FEES	2,500
004	3526	PD RESERVE TRAINING FUND	450
004	3527	POLICE RESERVE WAGE REIMB	8,000
004	3528	STATE OF CALIFORNIA P.O.S.T.	1,800
004	3529	EMERGENCY RESPONSE FEE-POLICE	2,000
004	3531	PARKING VIOLATIONS	2,500
004	3533	CHP - RELEASE	17,000
004	3534	FIRE DEPT./INSTANT AIDE	25,000
004	3535	SB 90 STATE MANDATED PROGRAMS	9,000
004	3542	LEASE OF CITY PROPERTY	11,100
004	3544	FARMER'S MARKET REVENUES	2,000
004	3546	MISCELLANEOUS REVENUE	5,000
004	3568	FACILITIES RENTAL	4,000
004	3569	ADMINISTRATIVE CITATION	3,000
004	3572	POLICE COPY OF DOCUMENTS	2,500
004	3577	COMMUNITY GARDEN	200
004	3580	VFW HALL RENTAL REVENUE	9,600
004	3667	CITY COUNCIL INSURANCE	5,000
004	31057	BLDG STANDARDS-STATE SURCHARGE	900
			<hr/>
			4,130,450

<u>FUND</u>	Department	Expense	Description	Budget 2024-2025
004	4080	1000	PARKS SALARIES	102,188
004	4080	1002	PARKS WAGES/OTHER	2,605
004	4080	1005	PARKS OVERTIME	500
004	4080	1010	PARKS FICA	7,532
004	4080	1013	PARKS PERS RETIREMENT	11,133
004	4080	1015	PARKS WORKERS COMP	8,744
004	4080	1022	PARKS UNFUNDED LIABILITY	8,718
004	4080	1025	PARKS MEDICAL INSURANCE	23,189
004	4080	1026	PARKS DENTAL INSURANCE	2,490
004	4080	1027	PARKS VISION INSURANCE	353
004	4080	2008	PARKS JANITORIAL SUPPLY	4,450
004	4080	2011	PARKS PROTECT CLOTHING	1,000
004	4080	2012	PARKS UNIFORM EXPENSE	1,119
004	4080	2013	PARKS GAS, OIL, LUBE	2,800
004	4080	2014	PARKS TIRES, BATT, AC	1,000
004	4080	2017	PARKS CHEMICALS	1,175
004	4080	2501	PARKS ADVERTISEMENT	250
004	4080	2502	PARKS INSURANCE	19,488
004	4080	2523	PARKS TELEPHONE	90
004	4080	2526	PARKS ELECTRICITY/GAS	7,200
004	4080	2533	PARKS PROPERTY TAXES	465
004	4080	3001	PARKS SMALL TOOLS	1,000
004	4080	3011	PARKS R&M VEHICLE	2,000
004	4080	3012	PARKS REPAIR EQUIPMENT	10,000
004	4080	3013	PARKS REPAIR FACILITIES	15,000
004	4080	3506	PARKS ENGINEERING	600
004	4080	3513	PARKS OTHER SERVICES	200
004	4080	3518	PARKS PEST CONTROL	175
				<hr/>
				235,463
				118.25%

FUND	Department	Expense	Description	Budget 2024-2025
004	4095	1000	SENIOR CITIZENS SALARIES	22,261
004	4095	1002	SENIOR CITIZENS WAGES/OTHER	2,718
004	4095	1005	SENIOR CITIZENS OVERTIME	500
004	4095	1010	SENIOR CITIZENS FICA	1,911
004	4095	1013	SENIOR CITIZENS PERS RETIREMENT	2,136
004	4095	1015	SENIOR CITIZENS WORKERS COMP	2,084
004	4095	1022	SENIOR CITIZENS UNFUNDED LIABILITY	653
004	4095	1025	SENIOR CITIZENS MEDICAL INSURANCE	1,867
004	4095	1026	SENIOR CITIZENS DENTAL INSURANCE	124
004	4095	1027	SENIOR CITIZENS VISION INSURANCE	24
004	4095	2001	SENIOR CITIZENS OFFICE SUPPLIES	100
004	4095	2005	SENIOR CITIZENS POSTAGE & SHIP	50
004	4095	2006	SENIOR CITIZENS MEDICAL SUPPLY	775
004	4095	2007	SENIOR CITIZENS SITE/PROG SY.	500
004	4095	2008	SENIOR CITIZENS JANITORIAL SUPPLY	3,800
004	4095	2009	SENIOR CITIZENS OPERATIONAL	1,550
004	4095	2012	SENIOR CITIZENS UNIFORM EXPENSE	125
004	4095	2016	SENIOR CITIZENS SAFETY EQUIPMENT	700
004	4095	2501	SENIOR CITIZENS ADVERTISEMENT	300
004	4095	2502	SENIOR CITIZENS INSURANCE	4,645
004	4095	2504	SENIOR CITIZENS REG/TUITION	50
004	4095	2523	SENIOR CITIZENS TELEPHONE	325
004	4095	2526	SENIOR CITIZENS ELECTRICITY/GAS	1,700
004	4095	2532	SENIOR CITIZENS MISCELLANEOUS	100
004	4095	2539	SENIOR CITIZENS INTERNET ACCESS	175
004	4095	2564	SENIOR CITIZENS ALARM SERVICE	1,600
004	4095	3012	SENIOR CITIZENS REPAIR EQUIPMENT	2,000
004	4095	3013	SENIOR CITIZENS REPAIR FACILITIES	1,000
004	4095	3518	SENIOR CITIZENS PEST CONTROL	330
004	4095	3542	SENIOR CITIZENS PROGRAM MEALS	600
				54,704
				70.88%

FUND	Department	Expense	Description	Budget 2024-2025
004	4099	1024	ELECTED OFFICALS CITY COUNCIL	37,950
004	4099	1031	ELECTED OFFICALS COUNCIL INSURANCE	5,359
004	4099	2012	ELECTED OFFICALS UNIFORM EXPENSE	1,000
004	4099	2503	ELECTED OFFICALS DUES/FEES	3,000
004	4099	2504	ELECTED OFFICALS REG/TUITION	1,250
004	4099	2505	ELECTED OFFICALS TRANS & TRAVEL	4,000
004	4099	2506	ELECTED OFFICALS MEETING EXP	1,000
004	4099	2523	ELECTED OFFICALS TELEPHONE	3,200
004	4099	2539	ELECTED OFFICALS INTERNET ACCESS	500
004	4099	3502	ELECTED OFFICALS ATTORNEY FEE'S	350
004	4099	3503	ELECTED OFFICALS CITY ELECTIONS	7,000
004	4099	5005	ELECTED OFFICALS COMPUTER	2,700
				<hr/>
				64,609
				192.03%

<u>FUND</u>	<u>Department</u>	<u>Expense</u>	<u>Description</u>	<u>Budget 2024-2025</u>
004	4100	1000	ADMINISTRATION SALARIES	101,936
004	4100	1002	ADMINISTRATION WAGES/OTHER	2,718
004	4100	1005	ADMINISTRATION OVERTIME	500
004	4100	1010	ADMINISTRATION FICA	10,203
004	4100	1013	ADMINISTRATION PERS RETIREMENT	27,372
004	4100	1015	ADMINISTRATION WORKERS COMP	11,129
004	4100	1022	ADMINISTRATION UNFUNDED LIABILITY	27,163
004	4100	1025	ADMINISTRATION MEDICAL INSURANCE	18,248
004	4100	1026	ADMINISTRATION DENTAL INSURANCE	1,693
004	4100	1027	ADMINISTRATION VISION INSURANCE	301
004	4100	1028	ADMINISTRATION MEDICAL RETIREE	3,534
004	4100	2001	ADMINISTRATION OFFICE SUPPLIES	3,000
004	4100	2004	ADMINISTRATION PRINT & BINDING	500
004	4100	2005	ADMINISTRATION POSTAGE & SHIP	625
004	4100	2006	ADMINISTRATION MEDICAL SUPPLY	925
004	4100	2008	ADMINISTRATION JANITORIAL SUPPLY	2,550
004	4100	2009	ADMINISTRATION OPERATIONAL	1,150
004	4100	2012	ADMINISTRATION UNIFORM EXPENSE	75
004	4100	2013	ADMINISTRATION GAS, OIL, LUBE	250
004	4100	2014	ADMINISTRATION TIRES, BATT, AC	200
004	4100	2016	ADMINISTRATION SAFETY EQUIPMENT	250
004	4100	2501	ADMINISTRATION ADVERTISEMENT	2,000
004	4100	2502	ADMINISTRATION INSURANCE	24,804
004	4100	2503	ADMINISTRATION DUES/FEES	15,000
004	4100	2504	ADMINISTRATION REG/TUITION	2,000
004	4100	2505	ADMINISTRATION TRANS & TRAVEL	4,000
004	4100	2506	ADMINISTRATION MEETING EXP	700
004	4100	2523	ADMINISTRATION TELEPHONE	1,325
004	4100	2526	ADMINISTRATION ELECTRICITY/GAS	1,650
004	4100	2533	ADMINISTRATION PROPERTY TAXES	300
004	4100	2539	ADMINISTRATION INTERNET ACCESS	375
004	4100	2561	ADMINISTRATION OFFICE FURNITURE	250
004	4100	2565	ADMINISTRATION TRANSITION FEES	2,510
004	4100	3002	ADMINISTRATION RENT/LEASE EQUIPMENT	4,250
004	4100	3011	ADMINISTRATION R&M VEHICLE	500
004	4100	3013	ADMINISTRATION REPAIR FACILITIES	13,000
004	4100	3501	ADMINISTRATION AUDIT FEES	7,350
004	4100	3502	ADMINISTRATION ATTORNEY FEE'S	22,400
004	4100	3504	ADMINISTRATION C/W SERVICE FEE	1,600
004	4100	3506	ADMINISTRATION ENGINEERING	500
004	4100	3513	ADMINISTRATION OTHER SERVICE	5,000
004	4100	3514	ADMINISTRATION SERVICE AGRMNTS	3,900
004	4100	3515	ADMINISTRATION COMPUTER SERVICE AGREEMENT	13,600
004	4100	3518	ADMINISTRATION PEST CONTROL	330
004	4100	3519	ADMINISTRATION BANK CHARGES	9,500
004	4100	5035	ADMINISTRATION VEHICLE/EQUIPMENT	8,750
				<hr/>
				359,916
				98.43%

FUND	Department	Expense	Description	Budget 2024-2025
004	4130	1000	POLICE SALARIES	969,285
004	4130	1001	POLICE DISP. WAGES	236,114
004	4130	1002	POLICE WAGES/OTHER	54,027
004	4130	1004	POLICE RESERVE WAGES	43,680
004	4130	1005	POLICE OVERTIME	45,000
004	4130	1007	POLICE DISPATCHERS OT	15,000
004	4130	1010	POLICE FICA	99,688
004	4130	1013	POLICE PERS RETIREMENT	234,455
004	4130	1015	POLICE WORKERS COMP	115,026
004	4130	1016	POLICE UNIFORM EXPENSE	10,680
004	4130	1022	POLICE UNFUNDED LIABILITY	277,676
004	4130	1025	POLICE MEDICAL INSURANCE	204,538
004	4130	1026	POLICE DENTAL INSURANCE	16,912
004	4130	1027	POLICE VISION INSURANCE	2,268
004	4130	1028	POLICE MEDICAL RETIREE	11,967
004	4130	1029	POLICE DENTAL RETIREE	1,245
004	4130	1030	POLICE VISION RETIREE	236
004	4130	2001	POLICE OFFICE SUPPLIES	8,900
004	4130	2004	POLICE PRINT & BINDING	1,400
004	4130	2005	POLICE POSTAGE & SHIP	575
004	4130	2006	POLICE MEDICAL SUPPLY	2,000
004	4130	2008	POLICE JANITORIAL SUPPLY	4,000
004	4130	2009	POLICE OPERATIONAL	3,325
004	4130	2010	POLICE RANGE SUPPLIES	5,000
004	4130	2012	POLICE UNIFORM EXPENSE	1,000
004	4130	2013	POLICE GAS, OIL, LUBE	56,100
004	4130	2014	POLICE TIRES, BATT, AC	5,000
004	4130	2501	POLICE ADVERTISEMENT	1,000
004	4130	2502	POLICE INSURANCE	268,884
004	4130	2503	POLICE DUES/FEES	5,500
004	4130	2504	POLICE REG/TUITION	4,200
004	4130	2505	POLICE TRANS & TRAVEL	5,500
004	4130	2506	POLICE MEETING EXP	700
004	4130	2518	POLICE STATE LAB USE.	5,000
004	4130	2523	POLICE TELEPHONE	12,000
004	4130	2525	POLICE RADIOS & PAGERS	7,000
004	4130	2526	POLICE ELECTRICITY/GAS	45,000
004	4130	2532	POLICE MISCELLANEOUS	2,000
004	4130	2533	POLICE PROPERTY TAXES	300
004	4130	2536	POLICE ENVIR. MANDATES	300
004	4130	2539	POLICE INTERNET ACCESS	18,500
004	4130	2540	POLICE COUNTY ACCESS	1,700
004	4130	2543	POLICE K-9 UNIT	5,000
004	4130	2551	POLICE LIVE SCAN EXPENSE	3,300
004	4130	3002	POLICE RENT/LEASE EQUIPMENT	400
004	4130	3011	POLICE R&M VEHICLE	10,000

<u>FUND</u>	Department	Expense	Description	Budget 2024-2025
004	4130	3012	POLICE REPAIR EQUIPMENT	5,000
004	4130	3013	POLICE REPAIR FACILITIES	16,500
004	4130	3501	POLICE AUDIT FEES	7,350
004	4130	3502	POLICE ATTORNEY FEE'S	33,000
004	4130	3504	POLICE C/W SERVICE FEE	700
004	4130	3512	POLICE PARKING VIOLATION	2,000
004	4130	3513	POLICE OTHER SERVICES	10,000
004	4130	3518	POLICE PEST CONTROL	560
004	4130	5035	POLICE VEHICLE/EQUIPMENT	8,750
				<hr/>
				2,905,241
				112.96%

FUND	Department	Expense	Description	Budget 2024-2025
004	4140	1000	FIRE SALARIES	83,382
004	4140	1002	FIRE WAGES/OTHER	10,883
004	4140	1010	FIRE FICA	7,211
004	4140	1013	FIRE PERS RETIREMENT	10,615
004	4140	1015	FIRE WORKERS COMP	6,197
004	4140	1022	FIRE UNFUNDED LIABILITY	1,361
004	4140	1025	FIRE MEDICAL INSURANCE	12,594
004	4140	1026	FIRE DENTAL INSURANCE	1,444
004	4140	1027	FIRE VISION INSURANCE	266
004	4140	1028	FIRE MEDICAL RETIREE	4,101
004	4140	2001	FIRE OFFICE SUPPLY	575
004	4140	2005	FIRE POSTAGE & SHIP	50
004	4140	2006	FIRE MEDICAL SUPPLY	675
004	4140	2008	FIRE JANITORIAL SUPPLY	250
004	4140	2009	FIRE OPERATIONAL	1,200
004	4140	2011	FIRE PROTECT CLOTHING	4,500
004	4140	2013	FIRE GAS, OIL, LUBE	3,800
004	4140	2014	FIRE TIRES, BATTERY, AC	5,000
004	4140	2501	FIRE ADVERTISEMENT	300
004	4140	2502	FIRE INSURANCE	15,507
004	4140	2503	FIRE DUES/FEES	1,200
004	4140	2504	FIRE REG/TUITION	250
004	4140	2511	FIRE VOLUNTEER FUND	10,500
004	4140	2523	FIRE TELEPHONE	675
004	4140	2525	FIRE RADIOS & PAGERS	7,000
004	4140	2526	FIRE ELECTRICITY/GAS	30,000
004	4140	2532	FIRE MISCELLANEOUS	500
004	4140	2533	FIRE PROPERTY TAXES	115
004	4140	2536	FIRE ENVIR. MANDATES	150
004	4140	2539	FIRE INTERNET ACCESS	3,375
004	4140	2565	FIRE TRANSITION FEES	2,508
004	4140	3001	FIRE SMALL TOOLS	2,500
004	4140	3011	FIRE R&M VEHICLE	10,000
004	4140	3012	FIRE REPAIR EQUIPMENT	1,000
004	4140	3013	FIRE REPAIR FACILITIES	1,000
004	4140	3502	FIRE ATTORNEY FEE'S	450
004	4140	3504	FIRE C/W SERVICE FEE	275
004	4140	3513	FIRE OTHER SERVICES	2,000
004	4140	3515	FIRE COMPUTER SERVICE AGREEMENT	2,400
004	4140	3518	FIRE PEST CONTROL	450
004	4140	5035	FIRE VEHICLE/EQUIPMENTT	30,381
				<hr/>
				276,639
				71.23%

FUND	Department	Expense	Description	Budget 2024-2025
004	4145	1000	CODE ENFORCEMENT SALARIES	46,015
004	4145	1010	CODE ENFORCEMENT FICA	3,520
004	4145	1013	CODE ENFORCEMENT PERS RETIREMENT	6,332
004	4145	1015	CODE ENFORCEMENT WORKERS COMP	3,839
004	4145	1025	CODE ENFORCEMENT MEDICAL INSURANCE	3,600
004	4145	1026	CODE ENFORCEMENT DENTAL INSURANCE	1,245
004	4145	1027	CODE ENFORCEMENT VISION INSURANCE	236
004	4145	2001	CODE ENFORCEMENT OFFICE SUPPLY	200
004	4145	2005	CODE ENFORCEMENT POSTAGE & SHIP	200
004	4145	2503	CODE ENFORCEMENT DUES/FEES	500
004	4145	3502	CODE ENFORCEMENT ATTORNEY FEE'S	300
				<hr/>
				65,987

FUND	Department	Expense	Description	Budget 2024-2025
004	4180	1000	BUILDING & INSPECTIONS SALARIES	27,861
004	4180	1010	BUILDING & INSPECTIONS FICA	2,131
004	4180	1013	BUILDING & INSPECTIONS PERS RETIREMENT	5,470
004	4180	1015	BUILDING & INSPECTIONS WORKERS COMP	2,062
004	4180	1022	BUILDING & INSPECTIONS UNFUNDED LIABILITY	5,597
004	4180	1025	BUILDING & INSPECTIONS MEDICAL INSURANCE	7,824
004	4180	1026	BUILDING & INSPECTIONS DENTAL INSURANCE	454
004	4180	1027	BUILDING & INSPECTIONS VISION INSURANCE	86
004	4180	2001	BUILDING & INSPECTIONS OFFICE SUPPLIES	375
004	4180	2005	BUILDING & INSPECTIONS POSTAGE & SHIP	100
004	4180	2008	BUILDING & INSPECTIONS JANITORIAL SUPPLY	500
004	4180	2501	BUILDING & INSPECTIONS ADVERTISEMENT	250
004	4180	2502	BUILDING & INSPECTIONS INSURANCE	5,181
004	4180	2503	BUILDING & INSPECTIONS DUES/FEES	500
004	4180	2504	BUILDING & INSPECTIONS REG/TUITION	500
004	4180	2523	BUILDING & INSPECTIONS TELEPHONE	150
004	4180	2539	BUILDING & INSPECTIONS INTERNET ACCESS	175
004	4180	3002	BUILDING & INSPECTIONS RENT/LEASE EQUIPMENT	200
004	4180	3502	BUILDING & INSPECTIONS ATTORNEY FEE'S	150
004	4180	3504	BUILDING & INSPECTIONS C/W SERVICE FEE	525
004	4180	3507	BUILDING & INSPECTIONS INSPECTION	50,000
004	4180	3513	BUILDING & INSPECTIONS OTHER SERVICES	300
004	4180	3515	BUILDING & INSPECTIONS COMPUTER SERVICE AGREEMENT	13,600
004	4180	3525	BUILDING & INSPECTIONS PLAN CHECK FEES	30,000
				<hr/>
				153,993
				112.61%

FUND	Department	Expense	Description	Budget 2024-2025
004	4200	1000	PUBLIC WORKS SALARIES	9,106
004	4200	1005	PUBLIC WORKS OVERTIME	300
004	4200	1010	PUBLIC WORKS FICA	697
004	4200	1013	PUBLIC WORKS PERS RETIREMENT	1,320
004	4200	1015	PUBLIC WORKS WORKERS COMP	498
004	4200	1022	PUBLIC WORKS UNFUNDED LIABILITY	1,350
004	4200	1025	PUBLIC WORKS MEDICAL INSURANCE	866
004	4200	1026	PUBLIC WORKS DENTAL INSURANCE	50
004	4200	1027	PUBLIC WORKS VISION INSURANCE	10
004	4200	2502	PUBLIC WORKS INSURANCE	1,693
004	4200	3013	PUBLIC WORKS REPAIR FACILITIES	5,000
004	4200	3025	PUBLIC WORKS STROM DRAIN REPAIR	1,000
004	4200	3506	PUBLIC WORKS ENGINEERING	2,000
004	4200	3510	PUBLIC WORKS ANIMAL CONTROL	5,000
004	4200	5339	PUBLIC WORKS DOG POUND FACILITY	150,000
				<hr/>
				178,889
				465.78%

FUND	Department	Expense	Description	Budget 2024-2025
004	4230	1000	PLAN & ZONING SALARIES	24,041
004	4230	1010	PLAN & ZONING FICA	1,839
004	4230	1013	PLAN & ZONING PERS RETIREMENT	5,320
004	4230	1015	PLAN & ZONING WORKERS COMP	2,006
004	4230	1022	PLAN & ZONING UNFUNDED LIABILITY	5,443
004	4230	1025	PLAN & ZONING MEDICAL INSURANCE	7,610
004	4230	1026	PLAN & ZONING DENTAL INSURANCE	442
004	4230	1027	PLAN & ZONING VISION INSURANCE	84
004	4230	2001	PLAN & ZONING OFFICE SUPPLIES	375
004	4230	2005	PLAN & ZONING POSTAGE & SHIP	100
004	4230	2501	PLAN & ZONING ADVERTISEMENT	2,000
004	4230	2502	PLAN & ZONING INSURANCE	4,471
004	4230	2504	PLAN & ZONING REG/TUITION	500
004	4230	2523	PLAN & ZONING TELEPHONE	150
004	4230	2539	PLAN & ZONING INTERNET ACCESS	175
004	4230	3002	PLAN & ZONING RENT/LEASE EQUIPMENT	200
004	4230	3502	PLAN & ZONING ATTORNEY FEE'S	450
004	4230	3504	PLAN & ZONING C/W SERVICE FEE	400
004	4230	3506	PLAN & ZONING ENGINEERING	20,000
004	4230	3513	PLAN & ZONING OTHER SERVICES	21,000
004	4230	3515	PLAN & ZONING COMP SERVICE AGREEMENT	13,600
004	4230	3522	PLAN & ZONING HOUSING ELEMENT	5,000
004	4230	3523	PLAN & ZONING MULTI-JURISDICT	15,000
				<hr/>
				130,206
				85.83%

FUND #: 006	Revenue	PUBLIC SAFETY	Description	Budget 2024-2025
006	3301		INTEREST INCOME	425
006	3530		PUBLIC SAFETY FUNDS	<u>24,000</u>
				24,425

Fund	Department	Expense	Description	Budget 2024-2025
006	4132	3012	PUBLIC SAFETY REPAIR EQUIPMENT	<u>1,500</u>
				1,500

Fund	Revenue	LAW ENFORCEMENT	Description	Budget 2024-2025
<u>008</u>	3301		INTEREST INCOME	2,325
008	3849		COUNTY OF FRESNO AB 3229	<u>110,000</u>
				112,325
				85.55%

Fund	Expense	Expense	Description	Budget 2024-2025
008	4133	1000	PUBLIC SAFETY SALARIES	94,107
008	4133	1001	PUBLIC SAFETY DISP. WAGES	24,000
008	4133	1005	PUBLIC SAFETY OVERTIME	2,357
008	4133	1010	PUBLIC SAFETY FICA	7,199
008	4133	1013	PUBLIC SAFETY PERS RETIREMENT	11,557
008	4133	1015	PUBLIC SAFETY WORKERS COMP	5,881
008	4133	1016	PUBLIC SAFETY UNIFORM EXPENSE	1,000
008	4133	1022	POLICE UNFUNDED LIABILITY	392
008	4133	1025	PUBLIC SAFETY MEDICAL INSURANCE	3,600
008	4133	1026	PUBLIC SAFETY DENTAL INSURANCE	1,245
008	4133	1027	PUBLIC SAFETY VISION INSURANCE	236
008	4133	2010	PUBLIC SAFETY RANGE SUPPLIES	10,000
008	4133	2016	PUBLIC SAFETY SAFETY EQUIPMENT	8,500
008	4133	2502	PUBLIC SAFETY INSURANCE	17,501
008	4133	2525	PUBLIC SAFETY RADIOS & PAGERS	1,000
008	4133	5003	PUBLIC SAFETY EQUIPMENT PURCHASE	32,000
008	4133	5005	PUBLIC SAFETY COMPUTER	<u>1,500</u>
				222,074
				105.73%

Fund	Revenue	F/B HARV.FEST.	Description	Budget 2024-2025
<u>061</u>	3301		INTEREST INCOME	2,325
061	3559		CARNIVAL PRESALE OF TICKETS	110,000
061	3563		BEER BOOTH REVENUE	20,000
061	3565		FOOD BOOTH REVENUE	11,000
061	3566		COMMERCIAL BOOTH REVENUE	2,000
				<hr/>
				145,325
				110.64%

Fund	Department	Expense	Description	Budget 2024-2025
061	4081	1000	SPECIAL EVENTS SALARIES	3,000
061	4081	1005	SPECIAL EVENTS OVERTIME	23,000
061	4081	1010	SPECIAL EVENTS FICA	400
061	4081	1013	SPECIAL EVENTS PERS RETIREMENT	225
061	4081	2501	SPECIAL EVENTS ADVERTISEMENT	1,000
061	4081	2526	SPECIAL EVENTS ELECTRICITY/GAS	1,600
061	4081	2532	SPECIAL EVENTS MISCELLANEOUS	1,000
061	4081	3533	SPECIAL EVENTS PROGRAM COST	500
061	4081	3549	SPECIAL EVENTS COMM.BEER BOOTH	4,000
061	4081	3550	SPECIAL EVENTS BEER PURCHASE	5,000
061	4081	3554	SPECIAL EVENTS SECURITY SERVICE	7,000
061	4081	3555	SPECIAL EVENTS DISPOSAL SERVICE	1,500
061	4081	3556	SPECIAL EVENTS SETUP/CLEANUP	7,000
061	4081	3557	SPECIAL EVENTS ENTERTAINMENT	21,000
061	4081	3558	SPECIAL EVENTS CARNIVAL COMMISSION	55,000
061	4081	4019	SPECIAL EVENTS CHRISTMAS FESTIVAL	10,000
				<hr/>
				141,225
				108.48%

Fund	Revenue	COMMUNITY CENTER	Description	Budget 2024-2025
086	3546		MISCELLANEOUS REVENUE	1,000
086	3568		FACILITIES RENTAL	<u>27,000</u>
				28,000
				87.50%

Fund	Department	Expense	Description	Budget 2024-2025
086	4100	1000	ADMINISTRATION SALARIES	12,102
086	4100	1002	ADMINISTRATION WAGES/OTHER	2,718
086	4100	1005	ADMINISTRATION OVERTIME	130
086	4100	1010	ADMINISTRATION FICA	1,134
086	4100	1013	ADMINISTRATION PERS RETIREMENT	1,879
086	4100	1015	ADMINISTRATION WORKERS COMP	1,237
086	4100	1022	ADMINISTRATION UNFUNDED LIABILITY	1,491
086	4100	1025	ADMINISTRATION MEDICAL INSURANCE	4,613
086	4100	1026	ADMINISTRATION DENTAL INSURANCE	324
086	4100	1027	ADMINISTRATION VISION INSURANCE	53
086	4100	2008	ADMINISTRATION JANITORIAL SUPPLY	5,000
086	4100	2012	ADMINISTRATION UNIFORM EXPENSE	115
086	4100	2502	ADMINISTRATION INSURANCE	2,756
086	4100	2523	SENIOR CITIZENS INSURANCE	200
086	4100	2526	ADMINISTRATION ELECTRICITY/GAS	4,000
086	4100	2533	ADMINISTRATION PROPERTY TAXES	60
086	4100	2539	ADMINISTRATION INTERNET ACCESS	30
086	4100	3013	ADMINISTRATION REPAIR FACILITIES	<u>3,000</u>
				40,842
				62.68%

Fund	Revenue	GAS TAX 2105	Description	Budget 2024-2025
012	3301		INTEREST INCOME	500
012	3651		GAS TAX (2105)	53,623
012	3652		GAS TAX (2106)	31,902
012	3653		GAS TAX (2107)	73,127
012	3654		GAS TAX (2107.5)	<u>2,000</u>
				161,152
				107.33%

Fund	Department	Expense	Description	Budget 2024-2025
012	4090	2015	STREETS & ROADS SIGNS, SIGNALS	10,000
012	4090	2526	STREETS & ROADS ELECTRICITY/GAS	100,150
012	4090	3012	STREETS & ROADS REPAIR EQUIPMENT	2,300
012	4090	3018	STREETS & ROADS STREET PAINTING	5,000
012	4090	3022	STREETS & ROADS REPAIRS	5,000
012	4090	3506	STREETS & ROADS ENGINEERING	<u>10,000</u>
				132,450
				137.54%

Fund	Revenue	ROAD MAINTENANCE	Description	Budget 2024-2025
013	3656		ROAD MAINTENANCE & REHAB ACCT	220,017 107.59%

Fund	Department	Expense	Description	Budget 2024-2025
013	4090	3506	STREETS & ROADS ENGINEERING	10,000
013	4090	3513	STREETS & ROADS OTHER SERVICES	30,000
013	4090	4104	STREETS & ROADS CONSTRUCTION	<u>177,000</u>
				217,000 94.35%

Fund	Revenue	LTF ARTICLE III	Description	Budget 2024-2025
025	3301		INTEREST INCOME	170
025	3602		LTF Article III	<u>9,727</u>
				9,897

Fund	Department	Expense	Description	Budget 2024-2025
025	4090	3008	STREETS & ROADS SIDEWALKS, CURB, & BIKE LANES	9,000

Fund	Revenue	T.D.A.	Description	Budget 2024-2025
028	3301		INTEREST INCOME	6,000
028	3601		LTF ARTICLE VIII (STREETS & ROADS)	<u>349,387</u>
				355,387

Fund	Department	Expense	Description	Budget 2024-2025
028	4090	1000	STREETS & ROADS SALARIES	62,484
028	4090	1005	STREETS & ROADS OVERTIME	633
028	4090	1010	STREETS & ROADS FICA	4,780
028	4090	1013	STREETS & ROADS PERS RETIREMENT	7,427
028	4090	1015	STREETS & ROADS WORKERS COMP	5,214
028	4090	1022	STREETS & ROADS UNFUNDED LIABILITY	9,116
028	4090	1025	STREETS & ROADS MEDICAL INSURANCE	15,679
028	4090	1026	STREETS & ROADS DENTAL INSURANCE	1,220
028	4090	1027	STREETS & ROADS VISION INSURANCE	183
028	4090	2012	STREETS & ROADS UNIFORM EXPENSE	750
028	4090	2013	STREETS & ROADS GAS, OIL, LUBE	6,800
028	4090	2014	STREETS & ROADS TIRES, BATT, AC	500
028	4090	2502	STREETS & ROADS INSURANCE	11,620
028	4090	2523	STREETS & ROADS TELEPHONE	530
028	4090	3506	STREETS & ROADS ENGINEERING	10,000
028	4090	4102	STREETS & ROADS PRELIMINARY ENGINEERING	49,365
028	4090	4103	STREETS & ROADS CONSTRUCTOIN ENGINEERING	49,365
028	4090	4104	STREETS & ROADS CONSTRUCTION	<u>175,605</u>
				411,271

Fund	Revenue	MEASURE C-1	Description	Budget 2024-2025
033	3301		INTEREST INCOME	3,325
033	3601		LTF ARTICLE VIII (STREETS & ROADS)	<u>184,532</u>
				187,857

Fund	Department	Expense	Description	Budget 2024-2025
033	4090	1000	STREETS & ROADS SALARIES	51,757
033	4090	1002	STREETS & ROADS WAGES/OTHER	19,480
033	4090	1005	STREETS & ROADS OVERTIME	657
033	4090	1010	STREETS & ROADS FICA	5,450
033	4090	1013	STREETS & ROADS PERS RETIREMENT	11,681
033	4090	1015	STREETS & ROADS WORKERS COMP	5,944
033	4090	1022	STREETS & ROADS UNFUNDED LIABILITY	11,543
033	4090	1025	STREETS & ROADS MEDICAL INSURANCE	16,840
033	4090	1026	STREETS & ROADS DENTAL INSURANCE	955
033	4090	1027	STREETS & ROADS VISION INSURANCE	154
033	4090	2012	STREETS & ROADS UNIFORM EXPENSE	550
033	4090	2013	STREETS & ROADS GAS, OIL, LUBE	4,800
033	4090	2017	STREETS & ROADS CHEMICALS	650
033	4090	2502	STREETS & ROADS INSURANCE	13,248
033	4090	2503	STREETS & ROADS DUES/FEES	2,500
033	4090	2523	STREETS & ROADS TELEPHONE	350
033	4090	3022	STREETS & ROADS REPAIR	1,000
033	4090	3506	STREETS & ROADS ENGINEERING	10,000
033	4090	3513	STREETS & ROADS OTHER SERVICES	<u>500</u>
				158,058

Fund	Revenue	MEASURE C-2	Description	Budget 2024-2025
034	3301		INTEREST INCOME	120
034	3601		LTF ARTICLE VIII (STREETS & ROADS)	<u>6,459</u>
				6,579

Fund	Department	Expense	Description	Budget 2024-2025
034	4090	3506	STREETS & ROADS ENGINEERING	500

Fund	Revenue	MEASURE C-3	Description	Budget 2024-2025
035	3301		INTEREST INCOME	3,890
035	3601		LTF ARTICLE VIII (STS & RDS)	215,479
				<hr/>
				219,369

Fund	Revenue	AB2928 GAS TAX	Description	Budget 2024-2025
<u>067</u>	3650		GAS TAX (HUTA 2103)	<u>80,142</u>
				80,142
				102.51%

Fund	Department	Expense	Description	Budget 2024-2025
067	4090	1000	STREETS & ROADS SALARIES	31,859
067	4090	1005	STREETS & ROADS OVERTIME	71
067	4090	1010	STREETS & ROADS FICA	2,437
067	4090	1013	STREETS & ROADS PERS RETIREMENT	6,141
067	4090	1015	STREETS & ROADS WORKERS COMP	2,658
067	4090	1022	STREETS & ROADS UNFUNDED LIABILITY	6,159
067	4090	1025	STREETS & ROADS MEDICAL INSURANCE	4,720
067	4090	1026	STREETS & ROADS DENTAL INSURANCE	395
067	4090	1027	STREETS & ROADS VISION INSURANCE	70
067	4090	2012	STREETS & ROADS UNIFORM EXPENSE	150
067	4090	2502	STREETS & ROADS INSURANCE	5,925
067	4090	2523	STREETS & ROADS TELEPHONE	<u>350</u>
				60,935
				126.69%

Fund	Revenue	STATE AID AVIATION	Description	Budget 2024-2025
016	3006		AIRPORT PROPERTY TAXES	6,500.00
016	3504		AIRPORT HANGER LEASE	3,240.00
016	3505		AIRPORT USE OF RUNWAY	16,800.00
016	3506		TIE DOWN FEES	480.00
016	3850		STATE AID FOR AVIATION	10,000.00
				37,020
				134.81%

Fund	Department	Expense	Description	Budget 2024-2025
016	4190	1000	AIRPORT SALARIES	11,350
016	4190	1010	AIRPORT FICA	868
016	4190	1013	AIRPORT PERS RETIREMENT	2,292
016	4190	1015	AIRPORT WORKERS COMP	947
016	4190	1022	AIRPORT UNFUNDED LIABILITY	2,224
016	4190	1025	AIRPORT MEDICAL INSURANCE	1,831
016	4190	1026	AIRPORT DENTAL INSURANCE	124
016	4190	1027	AIRPORT VISION INSURANCE	22
016	4190	2017	AIRPORT CHEMICALS	650
016	4190	2501	AIRPORT ADVERTISEMENT	300
016	4190	2502	AIRPORT INSURANCE	6,699
016	4190	2523	AIRPORT TELEPHONE	300
016	4190	2526	AIRPORT ELECTRICITY/GAS	5,300
016	4190	2533	AIRPORT PROPERTY TAXES	175
016	4190	3010	AIRPORT R&M RUNWAY	200
016	4190	3013	AIRPORT REPAIR FACILITIES	1,000
016	4190	3501	AIRPORT AUDIT FEES	900
016	4190	3502	AIRPORT ATTORNEY FEE'S	175
016	4190	3504	AIRPORT C/W SERVICE FEE	375
016	4190	3506	AIRPORT ENGINEERING	17,000
016	4190	3515	AIRPORT COMPUTER SERVICE AGREEMENT	800
				53,533
				86.57%

Fund	Revenue	WATER	Description	Budget 2024-2025
036	3301		INTEREST INCOME	34,700
036	3520		PENALTIES/LATE FEES'	10,000
036	3546		MISCELLANEOUS REVENUE	600
036	3547		WATER SERVICE REVENUE	2,000,000
036	3550		WATER TURN ON FEE	600
036	3554		BACK FLOW PREVENTION PROGRAM	1,500
036	3576		WATER SERVICE - FIRE HYDRANT	7,000
				2,054,400
				104.79%

Fund	Department	Expense	Description	Budget 2024-2025
036	4012	1000	WATER OPER SALARIES	352,715
036	4012	1002	WATER OPER WAGES/OTHER	20,661
036	4012	1005	WATER OPER OVERTIME	8,407
036	4012	1010	WATER OPER FICA	28,563
036	4012	1013	WATER OPER PERS RETIREMENT	56,556
036	4012	1015	WATER OPER WORKERS COMP	30,980
036	4012	1022	SENIOR CITIZENS INSURANCE	49,372
036	4012	1025	WATER OPER MEDICAL INSURANCE	66,458
036	4012	1026	WATER OPER DENTAL INSURANCE	5,359
036	4012	1027	WATER OPER VISION INSURANCE	848
036	4012	1028	WATER OPER MEDICAL RETIREE	4,925
036	4012	1031	WATER OPER COUNCIL INS	5,359
036	4012	2001	WATER OPER OFFICE SUPPLIES	6,000
036	4012	2004	WATER OPER PRINT & BIND	500
036	4012	2005	WATER OPER POSTAGE & SHIP	7,400
036	4012	2006	WATER OPER MEDICAL SUPPLY	800
036	4012	2008	WATER OPER JANITORIAL SUPPLY	1,150
036	4012	2009	WATER OPER OPERATIONAL	1,175
036	4012	2011	WATER OPER PROTECT CLOTHING	1,250
036	4012	2012	WATER OPER UNIFORM EXPENSE	2,075
036	4012	2013	WATER OPER GAS, OIL, LUBE	17,550
036	4012	2014	WATER OPER TIRES, BATT, AC	2,000
036	4012	2016	WATER OPER SAFETY EQUIPMENT	1,000
036	4012	2017	WATER OPER CHEMICALS	70,000
036	4012	2501	WATER OPER ADVERTISEMENT	1,500
036	4012	2502	WATER OPER INSURANCE	69,437
036	4012	2503	WATER OPER DUES/FEES	30,000
036	4012	2504	WATER OPER REG/TUITION	1,500
036	4012	2505	WATER OPER TRANS & TRAVEL	4,000
036	4012	2506	WATER OPER MEETING EXP	200
036	4012	2519	WATER OPER TAX ON WELLS	3,650
036	4012	2523	WATER OPER TELEPHONE	5,065
036	4012	2526	WATER OPER ELECTRICITY/GAS	300,000
036	4012	2533	WATER OPER PROPERTY TAXES	175
036	4012	2536	WATER OPER ENVIR. MANDATES	1,500
036	4012	2539	WATER OPER INTERNET ACCESS	1,050
036	4012	2561	WATER OPER OFFICE FURNITURE	250
036	4012	3001	WATER OPER SMALL TOOLS	1,500
036	4012	3002	WATER OPER RENT/LEASE EQUIPMENT	4,250
036	4012	3007	WATER OPER INSTALL WATER MT	25,000

Fund	Department	Expense	Description	Budget 2024-2025
036	4012	3011	WATER OPER R&M VEHICLE	3,000
036	4012	3012	WATER OPER REPAIR EQUIPMENT	70,000
036	4012	3013	WATER OPER REPAIR FACILITIES	10,000
036	4012	3020	WATER OPER WATER LINE REPAIR	25,000
036	4012	3501	WATER OPER AUDIT FEES	15,000
036	4012	3502	WATER OPER ATTORNEY FEE'S	19,300
036	4012	3504	WATER OPER C/W SERVICE FEE	3,700
036	4012	3506	WATER OPER ENGINEERING	5,000
036	4012	3511	WATER OPER LAB ANALYSIS	70,000
036	4012	3513	WATER OPER OTHER SERVICES	25,000
036	4012	3514	WATER OPER SERVICE AGREEMENTS	21,500
036	4012	3515	WATER OPER COMPUTER SERVICE AGREEMENT	16,000
036	4012	3518	WATER OPER PEST CONTROL	330
036	4012	3521	WATER OPER TRUSTEE FEE	3,500
036	4012	3559	WATER OPER CREDIT CARD FEE	10,000
036	4012	5005	WATER OPER COMPUTER	5,700
036	4012	5035	WATER OPER VEHICLE/EQUIPMENT	8,750
036	4012	6031	WATER OPER PRIN WRT BND	100,136
036	4012	6032	WATER OPER INT WTR BOND	17,867
036	4012	6040	WATER OPER 16A WATER INTER	109,138
036	4012	6041	WATER OPER 16A WATER PRINC	95,000
036	4012	6044	WATER OPER SOLAR INTEREST	74,733
036	4012	6045	WATER OPER SOLAR PRINCIPAL	114,140
				2,012,975
				102.99%

Fund	Revenue	WATER CAPITAL	Description	Budget 2024-2025
037	3548		CONNECTION FEES	

Fund	Department	Expense	Description	Budget 2024-2025
037	4012	5029	WATER OPER WATER LINE IMPROVEMENT	200,000

Fund	Revenue	SEWER	Description	Budget 2024-2025
040	3301		INTEREST INCOME	33,000
040	3542		LEASE OF CITY PROPERTY	200
040	3546		MISCELLANEOUS REVENUE	500
040	3551		TOMA-TEK SERVICE/REPAIR REIMB.	48,000
040	3552		SEWER SERVICE REVENUE	1,750,250
040	3553		WASTE DISCHARGE FEES	12,000
				<hr/>
				1,843,950
				98.95%

Fund	Department	Expense	Description	Budget 2024-2025
040	4013	1000	SEWER SALARIES	360,163
040	4013	1002	SEWER WAGES/OTHER	22,020
040	4013	1005	SEWER OVERTIME	7,000
040	4013	1010	SEWER FICA	29,237
040	4013	1013	SEWER PERS RETIREMENT	60,235
040	4013	1015	SEWER WORKERS COMP	31,715
040	4013	1021	SEWER TOMA-TEK WAGES	19,575
040	4013	1022	SEWER UNFUNDED LIABILITY	50,473
040	4013	1025	SEWER MEDICAL INSURANCE	65,229
040	4013	1026	SEWER DENTAL INSURANCE	5,359
040	4013	1027	SEWER VISION INSURANCE	844
040	4013	1028	SEWER MEDICAL RETIREE	4,925
040	4013	1031	SEWER COUNCIL INS	5,359
040	4013	2001	SEWER OFFICE SUPPLIES	6,350
040	4013	2005	SEWER POSTAGE & SHIP	7,400
040	4013	2006	SEWER MEDICAL SUPPLY	600
040	4013	2008	SEWER JANITORIAL SUPPLY	2,000
040	4013	2009	SEWER OPERATIONAL	500
040	4013	2011	SEWER PROTECT CLOTHING	2,275
040	4013	2012	SEWER UNIFORM EXPENSE	2,450
040	4013	2013	SEWER GAS, OIL, LUBE	18,400
040	4013	2014	SEWER TIRES, BATT, AC	1,500
040	4013	2016	SEWER SAFETY EQUIPMENT	1,000
040	4013	2017	SEWER CHEMICALS	32,000
040	4013	2501	SEWER ADVERTISEMENT	1,000
040	4013	2502	SEWER INSURANCE	71,075
040	4013	2503	SEWER DUES/FEES	55,000
040	4013	2504	SEWER REG/TUITION	4,000
040	4013	2505	SEWER TRANS & TRAVEL	1,500
040	4013	2506	SEWER MEETING EXP	100
040	4013	2523	SEWER TELEPHONE	4,950
040	4013	2526	SEWER ELECTRICITY/GAS	35,000
040	4013	2533	SEWER PROPERTY TAXES	230
040	4013	2536	SEWER ENVIR. MANDATES	1,000
040	4013	2539	SEWER INTERNET ACCESS	1,050
040	4013	2561	SEWER OFFICE FURNITURE	250
040	4013	3001	SEWER SMALL TOOLS	1,500

Fund	Department	Expense	Description	Budget 2024-2025
040	4013	3002	SEWER RENT/LEASE EQUIPMENT	4,250
040	4013	3011	SEWER R&M VEHICLE	3,000
040	4013	3012	SEWER REPAIR EQUIPMENT	70,000
040	4013	3013	SEWER REPAIR FACILITIES	14,000
040	4013	3015	SEWER TOMA TEK SYS/RPR	55,000
040	4013	3027	SEWER SEWER LINE RPR	3,000
040	4013	3501	SEWER AUDIT FEES	15,000
040	4013	3502	SEWER ATTORNEY FEE'S	16,500
040	4013	3504	SEWER C/W SERVICE FEE	3,700
040	4013	3506	SEWER ENGINEERING	10,000
040	4013	3511	SEWER LAB ANALYSIS	28,000
040	4013	3513	SEWER OTHER SERVICES	25,000
040	4013	3514	SEWER SERVICE AGRMNTS	12,500
040	4013	3515	SEWER COMPUTER SERVICE AGREEMENT	16,000
040	4013	3518	SEWER PEST CONTROL	330
040	4013	3521	SEWER TRUSTEE FEE	3,500
040	4013	5005	SEWER COMPUTER	5,700
040	4013	5035	SEWER VEHICLE/EQUIPMENTT	43,750
040	4013	6042	SEWER 16A SEWER INTER	96,263
040	4013	6043	SEWER 16A SEWER PRINC	80,000
040	4013	6044	SEWER SOLAR INTEREST	46,461
040	4013	6045	SEWER SOLAR PRINCIPAL	70,960
				1,536,177
				106.25%

Fund	Revenue	SEWER CAPITAL	Description	Budget 2024-2025
<u>041</u>	3548		CONNECTION FEES	-

Fund	Department	Expense	Description	Budget 2024-2025
041	4013	5329	SEWER LINE REPAIR	520,000
041	4013	5335	SEWER LIFT STATION PUMP	175,000
				<hr/>
				695,000

Fund	Revenue	LIGHT/LANDSCAPE	Description	Budget 2024-2025
043	3301		INTEREST INCOME	1,125
043	3803		ASSESSMENTS RECEIVED	<u>66,078</u>
				67,203
				0.00%

Fund	Department	Expense	Description	Budget 2024-2025
043	4014	1000	LANDSCAPE DISTRICT SALARIES	22,991
043	4014	1005	LANDSCAPE DISTRICT OVERTIME	77
043	4014	1010	LANDSCAPE DISTRICT FICA	1,759
043	4014	1013	LANDSCAPE DISTRICT PERS RETIREMENT	3,142
043	4014	1015	LANDSCAPE DISTRICT WORKERS COMP	1,918
043	4014	1022	LANDSCAPE DISTRICT UNFUNDED LIABILITY	2,139
043	4014	1025	LANDSCAPE DISTRICT MEDICAL INSURANCE	3,098
043	4014	1026	LANDSCAPE DISTRICT DENTAL INSURANCE	448
043	4014	1027	LANDSCAPE DISTRICT VISION INSURANCE	71
043	4014	2012	LANDSCAPE DISTRICT UNIFORM EXPENSE	200
043	4014	2013	LANDSCAPE DISTRICT GAS, OIL LUBE	600
043	4014	2501	LANDSCAPE DISTRICT ADVERTISEMENT	250
043	4014	2502	LANDSCAPE DISTRICT INSURANCE	4,276
043	4014	2523	LANDSCAPE DISTRICT TELEPHONE	150
043	4014	2526	LANDSCAPE DISTRICT ELECTRICITY/GAS	37,870
043	4014	3012	LANDSCAPE DISTRICT REPAIR EQUIPMENT	775
043	4014	3013	LANDSCAPE DISTRICT REPAIR FACILITIES	500
043	4014	3502	LANDSCAPE DISTRICT ATTORNEY FEE'S	150
043	4014	3506	LANDSCAPE DISTRICT ENGINEERING	<u>6,000</u>
				86,411
				106.61%

Fund	Revenue	SOLID WASTE	Description	Budget 2024-2025
080	3301		INTEREST INCOME	9,400
080	3555		SOLID WASTE SERVICE REVENUE	541,200
080	3575		STREET SWEEPING FEE	33,000
				583,600
				109.70%

Fund	Department	Expense	Description	Budget 2024-2025
080	4100	1000	ADMINISTRATION SALARIES	39,408
080	4100	1002	ADMINISTRATION WAGES/OTHER	2,718
080	4100	1005	ADMINISTRATION OVERTIME	62
080	4100	1010	ADMINISTRATION FICA	3,223
080	4100	1013	ADMINISTRATION PERS RETIREMENT	6,995
080	4100	1015	ADMINISTRATION WORKERS COMP	3,515
080	4100	1022	ADMINISTRATION UNFUNDED LIABILITY	6,213
080	4100	1025	ADMINISTRATION MEDICAL INSURANCE	9,585
080	4100	1026	ADMINISTRATION DENTAL INSURANCE	797
080	4100	1027	ADMINISTRATION VISION INSURANCE	145
080	4100	1028	ADMINISTRATION MEDICAL RETIREE	1,124
080	4100	2001	ADMINISTRATION OFFICE SUPPLIES	4,000
080	4100	2005	ADMINISTRATION POSTAGE & SHIP	6,600
080	4100	2008	ADMINISTRATION JANITORIAL SUPPLY	500
080	4100	2012	ADMINISTRATION UNIFORM EXPENSE	50
080	4100	2502	ADMINISTRATION INSURANCE	7,834
080	4100	2503	ADMINISTRATION DUES/FEES	500
080	4100	2523	ADMINISTRATION TELEPHONE	100
080	4100	2526	ADMINISTRATION ELECTRICITY/GAS	2,000
080	4100	2539	ADMINISTRATION INTERNET ACCESS	150
080	4100	3002	ADMINISTRATION RENT/LEASE EQUIPMENT	4,250
080	4100	3021	ADMINISTRATION ST SWEEPER REPAIR	10,000
080	4100	3501	ADMINISTRATION AUDIT FEES	475
080	4100	3502	ADMINISTRATION ATTORNEY FEE'S	150
080	4100	3504	ADMINISTRATION C/W SERVICE FEE	3,700
080	4100	3513	ADMINISTRATION OTHER SERVICES	462,000
080	4100	3515	ADMINISTRATION COMPUTER SERVICE AGREEMENT	4,000
				580,094
				109.09%

Fund	Revenue	ADMIN/SAFETY IMPACT FEE	Description	Budget 2024-2025
094	31054		ADMIN/PUBLIC SFTY FACIL. FEES	
094	31058		FIRE IMPACT FEES	
094	31059		POLICE IMPACT FEES	

Fund	Department	Expense	Description	Budget 2024-2025
094	4100	3513	ADMINISTRATION OTHER SERVICES	50,000

Fund 095	Revenue 31056	SEWER IMPACT FEE	Description SEWER DEVELOPMENT IMPACT FEES	Budget 2024-2025
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Fund 095	Department 4013	Expense 3513	Description SEWER OTHER SERVICES	Budget 2024-2025 100,000
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Fund <u>098</u>	Revenue 31053	PARK/REC IMPACT	Description PARKS & RECREATION IMPACT FEES	Budget 2024-2025
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Fund 098	Department 4080	Expense 3513	Description PARKS OTHER SERVICES	Budget 2024-2025 225,000
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Fund 099	Revenue 31055	WATER IMPACT FEE	Description WATER DEVELOPMENT IMPACT FEES	Budget 2024-2025
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Fund 099	Department 4012	Expense 3513	Description WATER OPER OTHER SERVICES	Budget 2024-2025 100,000
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City of Firebaugh Budgeted Purchases and Projects for Fiscal Year 2024 - 2025

- 004 4099 5005 ELECTED OFFICIAL COMPUTER \$2,700. Four iPads Pro 13in with keyboards, shared cost with elected officials, water and sewer.
- 004 4100 3013 ADMINISTRATION REPAIR FACILITIES \$3,000, repair lady's restroom. Total 10k shared with water, sewer, admin.
- 004 4100 5035 ADMINISTRATION VEHICLE/EQUIPMENT \$8,750. Pickup for Jose shared with Admin, PD, Water, Sewer - Total Cost 35k
- 004 4200 5339 PUBLIC WORKS DOG POUND FACILITY \$150,000
- 004 4130 3011 POLICE R&M VEHICLE \$3,000. Re-wrap 3 cars \$3000, \$1k each.
- 004 4130 3013 POLICE REPAIR FACILITIES \$16,500. Roof Vents - \$14k; PD Sidewalk Roof Drain \$2,500.
- 004 4130 5035 POLICE VEHICLE/EQUIPMENT \$8,750 Pickup for Jose shared with Admin, PD, Water, Sewer - Total Cost 35k
- 008 4133 2016 PUBLIC SAFETY SAFETY EQUIPMENT \$8,500. Body Cams for the next 5yrs contract.
- 008 4133 5003 PUBLIC SAFETY EQUIPMENT PURCHASE \$32,000, Taser Seven
- 013 4090 3513 STREETS & ROADS OTHER SERVICES \$30,000. City Match for grant fund 149 – CalTrans.
- 013 4090 4104 STREETS & ROADS CONSTRUCTION \$177,000. 11th to 9th on Q reconstruction, shared with TDA Fund 028.
- 028 4090 4102 STREETS & ROADS PRELIMINARY ENGINEERING \$49,365. 11th to 9th on Q reconstruction.
- 028 4090 4103 STREETS & ROADS CONSTRUCTION ENGINEERING \$49,365. 11th to 9th on Q reconstruction.
- 028 4090 4104 STREETS & ROADS CONSTRUCTION \$175,605. 11th to 9th on Q reconstruction, shared with TDA Fund 028.
- 036 4012 3013 WATER OPER REPAIR FACILITIES \$3,000. Repair lady's restroom. Total 10k shared with water, sewer, admin

036 4012 5005 WATER OPER COMPUTER \$5,700. 2 tough books shared with sewer total \$3,000. Four iPad Pro 13in with Keyboards, shared cost with Elected Officials, Water and Sewer \$2,700.

037 4012 5029 WATER OPER WATER LINE IMPROVEMENT \$200,000. Alley between 15th and 16th, between O and P. Shared with Water and Sewer. Total Cost \$720k.

040 4013 3013 SEWER REPAIR FACILITIES \$4,000. Repair lady's restroom. Total 10k shared with water, sewer, admin.

040 4013 5005 SEWER COMPUTER \$5,700. 2 tough books shared with water total \$3,000. Four iPad Pro 13in with Keyboards, shared cost with Elected Officials, Water and Sewer \$2,700.

040 4013 5035 SEWER VEHICLE/EQUIPMENT \$43,750. Jose's shared with Admin, PD, Water & Sewer \$8750; Second vehicle \$35k

041 4013 5329 SEWER LINE REPAIR \$520,000. Alley between 15th and 16th, between O and P. Shared with Water and Sewer. Total Cost \$720k.

041 4013 5335 SEWER LIFT STATION PUMP \$175,000. Lift Station Beehive #2

094 4100 3513 ADMINISTRATION OTHER SERVICES \$50,000. Design for new city hall. \$250k shared with admin, water, sewer.

095 4013 3513 SEWER OTHER SERVICES \$100,000. Design for new city hall. \$250k shared with admin, water, sewer.

098 4080 3513 PARKS OTHER SERVICES \$225,000. Design for Maldonado Park.

099 4012 3513 WATER OPER OTHER SERVICES \$100,000. Design for new city hall. \$250k shared with admin, water, sewer.



TO: Elsa Lopez and Council Members
FROM: Ben Gallegos, City Manager
DATE: June 17, 2024
SUBJECT: Resolution No. 24-31

RECOMMENDATION:

1. Council by motion adopt Resolution No. 24-31 – Awarding a contract to Krazan and Associates, Inc. for On-call Materials Testing and Geotechnical Services for Federally Funded Transportation Projects for the City of Firebaugh.
2. Authorize the City Manager to sign the Agreement on behalf of the City of Firebaugh.

BACKGROUND:

The City of Firebaugh is responsible for constructing transportation projects that receive Federal funding from the Federal Highways Administration (FHWA) and are administered through the California Department of Transportation (Caltrans). These funds are provided subject to Federal regulations and in order to comply, certain services including Materials Testing and Geotechnical Engineering are contracted out to qualified firms for specialty services.

FHWA allow for these types of Architectural and Engineering (A&E) services to be offered on an on-call basis for a maximum term of five (5) years. However, local agencies must go through a standard Caltrans' review process to select a firm and award an on-call contract for A&E services. The City must conduct a procurement process for services in strict accordance with the Federal regulations. Firms must be both qualified and certified to participate on FHWA contracts.

The City is in need for a qualified Consultant to provide these Materials Testing and Geotechnical Engineering services for ongoing and future transportation projects that are funded strictly with Federal funds.

DISCUSSION:

Following the required A&E procurement process, City staff prepared and issued a request for qualifications for consultants to provide on-call Materials Testing and Geotechnical Engineering Services for a maximum term of five (5) years. Only one (1) statement of qualifications was received from the following firm:

1. Krazan and Associates, Inc.

City staff reviewed the proposal and selected Krazan and Associates, Inc., as the most qualified firm to provide these on-call services for the City of Firebaugh. Subsequently, City staff consulted with Caltrans for approval of this A&E contract.

Having followed the A&E procurement process and having received the required Caltrans approvals, City staff recommends the City Council to award an on-call contract to Krazan and Associates, Inc. and to authorize the City Manager to execute the agreement.

FISCAL IMPACT:

The on-call contract fees would be funded from Federal grants awarded for City projects.

ATTACHMENTS:

Resolution No. 24-31
Cost Proposal

RESOLUTION 24-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO KRAZAN & ASSOCIATES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR ON-CALL MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS FOR THE CITY OF FIREBAUGH

WHEREAS, the City of Firebaugh is responsible for constructing transportation projects that receive Federal funding; and

WHEREAS, these Federal funds are provided by the Federal Highways Administration (FHWA) and are administered by the California Department of Transportation (Caltrans); and

WHEREAS, the Federal funds are subject to Federal regulations and in order to comply, certain services including Materials Testing and Geotechnical Engineering are contracted out to qualified firms for specialty services; and

WHEREAS, FHWA allows for these types of Architectural and Engineering (A&E) services to be offered on an on-call basis for a maximum term of five (5) years; and

WHEREAS, local agencies must go through a standard Caltrans' review process for selecting a firm and awarding an on-call contract for Materials Testing and Geotechnical Engineering services; and

WHEREAS, the City must conduct a procurement process for Materials Testing and Geotechnical Engineering services in strict accordance with the Federal regulations; and

WHEREAS, firms must be qualified and certified to participate on FHWA contracts; and

WHEREAS, the City is in need for a qualified Consultant to provide these A&E services for ongoing and future transportation projects funded strictly with Federal grants; and

WHEREAS, the City prepared and issued a request for qualifications for consultants to provide on-call Materials Testing and Geotechnical Engineering Services for a maximum term of five (5) years; and

WHEREAS, the City received one (1) statement of qualifications from the following firm:

1. Krazan and Associates, Inc.; and

WHEREAS, City staff reviewed the proposal and selected Krazan and Associates, Inc. as the most qualified firm to provide these on-call services for the City of Firebaugh and subsequently consulted with Caltrans for approval of this Architectural and Engineering (A&E) contract; and

WHEREAS, City staff has followed the A&E procurement process and has received the required Caltrans approvals for awarding a contract to Krazan and Associates, Inc.; and

WHEREAS, the City Council desires to enter into a contract with Krazan and Associates, Inc. and delegates the City Manager to execute the agreement.

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

1. Adopts a Resolution awarding a contract to Krazan and Associates, Inc. to provide on-call Materials Testing and Geotechnical Engineering services for federally funded transportation projects for the City of Firebaugh, for a contract not to exceed \$200,000 per the Consultant Hourly Fees dated March 22, 2024, and for a maximum term of five (5) years.
2. Authorizes the City Manager to sign the Agreement with Krazan and Associates, Inc. on behalf of the City of Firebaugh.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 17th day of June, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Elsa Lopez, 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 17th day of June, 2024.

Rita Lozano, Deputy City Clerk of the City of Firebaugh

PROFESSIONAL SERVICES CONTRACT
(For Local Assistance Federal-Aid Projects)

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(Krazan and Associates, Inc.)

Incorporated in the State of (California)

The Project Manager for the "CONSULTANT" will be (Dave Jarosz) The name of the "LOCAL AGENCY" is as follows:

(City of Firebaugh)

The Contract Administrator for LOCAL AGENCY will be (Ben Gallegos)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (March 22, 2024). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to

CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

Consultant services shall be those as required and listed on the City of Firebaugh Request for Qualifications and the Krazan and Associates Statement of Qualifications for On-Call Materials Testing and Geotechnical Engineering Services for Federally Funded Transportation Projects, all incorporated hereto by reference.

B. Not used.

C. Not used.

D. Not used.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Not used.

H. Not used.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications,

or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on (Jun 17, 2024), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (Jun 17, 2029), unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT'S approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
 - B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
 - C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
 - D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
 - E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
 - F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
 - G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
 - H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
 - I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been
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approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

(City of Firebaugh/Ben Gallegos) (1133 "P" Street, Firebaugh, CA 93622)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT not to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ 200,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT

and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own

organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or

furnished to the employee or the employee's authorized representative on request.

- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or

Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional

information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars

(\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10- O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE

subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal. Contract Assurance Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

D. Termination and [Replacement](#) of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

[Termination of DBE Subconsultants](#)

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent [or exhibits credit unworthiness](#).
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the

Contract.

11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment

- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

E. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1 -tier subcontractant
 - Name and business address of each DBE subcontractant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

F. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with

respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the

noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- K. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- L. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are

concerned.

3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Finance Director), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
 - B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
 - C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
 - D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
 - E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
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ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements. **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts,

other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-

discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non- discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Krazan and Associates, Inc.
Dave R. Jarosz, VP of Engineering Services
215 West Dakota Avenue
Clovis, CA 93612

LOCAL AGENCY:

City of Firebaugh
Ben Gallegos, Contract Administrator
1133 "P" Street
Firebaugh, CA 93622

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

City of Firebaugh:

Krazan and Associates, Inc.:

Ben Gallegos, City Manager

Dave R Jarosz, VP of Engineering Services

Date: _____

Date: _____

SAMPLE COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT: **Krausz & Associates, Inc.** **PRIME** **SUB** **XX**
 PROJECT NO. _____ CONTRACT NO. _____ DATE: **01/10/2024**

CONTRACT TYPE _____ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
 Prime Consultant's Contract Amount \$ _____

Loaded Rate Calculation

Non-Exempt Employee Loaded Billing Rates

A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

B) 1.5X or 2.0X Overtime = Actual Hourly Rate * 1.5 + Field O.H. * 1.5 + Fee * 1.5X or 2.0X Multiplier Hourly Base + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates

C) Straight Time = 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Home Office Personnel:

ADDITIONAL:	Fringe Benefits %	Overhead %	General Administration %	Combined %
ADVERTISING:	40.2%	0.00%	118.65%	168.85%
FIELD OFFICE PERSONNEL:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NON-EXEMPT:	40.2%	0.00%	118.65%	168.85%
EXEMPT:	40.2%	0.00%	118.65%	168.85%

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under D/R determinations.

Name/Classification	Office Paraphernalia Field Office Exempt/Not	Effective Date of Hourly Rate	Prevailing Wage Rate established by State D/R (only applicable for prevailing wage work)										Employee Actual Rate (Fringe benefits vary year over year)										DELTA (TOTAL) = Employee Total Rate - D/R Rate		DELTA (BASE) = Employee Base - D/R Base		Applicable DELTA Base = D/R Rate - Employee Base		Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - D/R)		Loaded Hourly Billing Rates		% Escalation Premium	Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
			Base Salary	Fringe Benefit	Total Base Salary + Fringe Benefits	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate											
TIMOTHY RUBALIN LEAD INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$40.00 \$52.00	\$73.59 \$78.09	\$98.12 \$104.12	\$33.97 \$33.97	\$83.03 \$86.03	\$107.50 \$112.00	\$132.09 \$138.09	\$21.00 \$22.65	\$46.50 \$48.93	\$53.00 \$55.10	\$11.40 \$11.40	\$42.49 \$44.04	\$57.89 \$60.32	\$73.49 \$76.59	\$40.54 \$41.98	\$40.54 \$41.98	\$37.00 \$38.27	\$36.13 \$37.00	\$18.08 \$18.51	\$27.00 \$28.27	\$16.13 \$16.22	\$22.48 \$22.48	\$22.48 \$22.48	\$108.37 \$114.34	\$122.90 \$133.35	\$157.43 \$166.40	5.00%	\$ 21.00 \$ 22.65	N/A			
VICTOR PEREZ LEAD INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$49.00 \$52.00	\$73.59 \$78.09	\$98.12 \$104.12	\$33.97 \$33.97	\$83.03 \$86.03	\$107.50 \$112.00	\$132.09 \$138.09	\$27.00 \$28.89	\$41.25 \$43.76	\$55.00 \$57.76	\$11.40 \$11.40	\$36.99 \$38.41	\$52.74 \$54.81	\$66.49 \$69.25	\$44.54 \$45.98	\$44.54 \$45.98	\$43.34 \$44.34	\$43.12 \$43.12	\$21.09 \$21.18	\$32.34 \$33.77	\$42.51 \$42.48	\$22.48 \$22.48	\$22.48 \$22.48	\$101.60 \$107.32	\$126.21 \$133.35	\$150.74 \$159.38	5.00%	\$ 27.00 \$ 28.89	N/A			
ERIC SARGENT SPECIAL INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$49.00 \$52.00	\$73.59 \$78.09	\$98.12 \$104.12	\$33.97 \$33.97	\$83.03 \$86.03	\$107.50 \$112.00	\$132.09 \$138.09	\$20.00 \$21.00	\$30.00 \$31.50	\$40.00 \$42.00	\$11.40 \$11.40	\$31.49 \$32.46	\$41.49 \$42.39	\$51.49 \$53.49	\$31.54 \$33.54	\$31.54 \$33.54	\$30.00 \$30.00	\$30.00 \$30.00	\$18.12 \$18.12	\$28.00 \$28.00	\$38.12 \$38.12	\$22.48 \$22.48	\$22.48 \$22.48	\$87.33 \$92.24	\$111.65 \$118.27	\$136.39 \$144.20	5.00%	\$ 20.00 \$ 21.00	N/A			
DANIEL HENLEY SPECIAL INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$40.00 \$52.00	\$73.59 \$78.09	\$98.12 \$104.12	\$33.97 \$33.97	\$83.03 \$86.03	\$107.50 \$112.00	\$132.09 \$138.09	\$25.00 \$26.25	\$37.50 \$39.38	\$50.00 \$52.50	\$11.40 \$11.40	\$36.49 \$37.74	\$48.99 \$50.87	\$61.49 \$63.89	\$41.54 \$43.29	\$41.54 \$43.29	\$40.00 \$40.00	\$40.00 \$40.00	\$18.12 \$18.12	\$28.00 \$28.00	\$38.12 \$38.12	\$22.48 \$22.48	\$22.48 \$22.48	\$96.83 \$102.29	\$121.42 \$128.32	\$145.95 \$154.35	5.00%	\$ 20.00 \$ 26.25	N/A			
BENNETH JACKSON SPECIAL INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$58.27 \$68.27	\$84.41 \$88.91	\$112.54 \$118.54	\$33.97 \$33.97	\$80.24 \$93.24	\$116.38 \$122.88	\$146.51 \$152.51	\$35.00 \$36.75	\$52.50 \$55.12	\$70.00 \$73.50	\$11.40 \$11.40	\$46.49 \$48.24	\$63.99 \$66.62	\$81.49 \$84.99	\$43.73 \$45.50	\$43.73 \$45.50	\$43.75 \$45.00	\$43.75 \$45.00	\$21.54 \$21.27	\$31.01 \$31.01	\$42.54 \$42.54	\$22.48 \$22.48	\$22.48 \$22.48	\$123.24 \$128.59	\$151.37 \$158.22	\$179.51 \$188.86	5.00%	\$ 35.00 \$ 36.75	N/A			
BRETT THORNTON SPECIAL INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$56.27 \$59.27	\$84.41 \$88.91	\$112.54 \$118.54	\$33.97 \$33.97	\$80.24 \$93.24	\$116.38 \$122.88	\$146.51 \$152.51	\$28.00 \$30.46	\$43.50 \$45.69	\$58.00 \$60.90	\$11.40 \$11.40	\$40.49 \$41.94	\$54.99 \$57.17	\$69.49 \$72.19	\$48.73 \$50.30	\$48.73 \$50.30	\$43.75 \$45.00	\$43.75 \$45.00	\$21.54 \$21.27	\$31.01 \$31.01	\$42.54 \$42.54	\$22.48 \$22.48	\$22.48 \$22.48	\$111.76 \$117.53	\$139.89 \$147.17	\$168.03 \$176.80	5.00%	\$ 28.00 \$ 30.46	N/A			
THOMAS WHITEHEAD SPECIAL INSPECTOR	FIELD	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$48.00 \$52.00	\$73.59 \$78.09	\$98.12 \$104.12	\$33.97 \$33.97	\$83.03 \$86.03	\$107.50 \$112.00	\$132.09 \$138.09	\$24.00 \$26.70	\$36.75 \$39.40	\$48.00 \$51.46	\$11.40 \$11.40	\$45.49 \$47.19	\$62.49 \$65.04	\$79.49 \$82.89	\$37.54 \$38.84	\$37.54 \$38.84	\$32.09 \$34.54	\$32.12 \$34.36	\$15.08 \$16.36	\$23.59 \$24.54	\$30.10 \$32.72	\$22.48 \$22.48	\$22.48 \$22.48	\$114.11 \$120.37	\$138.64 \$146.40	\$163.17 \$172.43	5.00%	\$ 24.00 \$ 26.70	N/A			
ZENGO TCHIBING AND NICKIEDES THAO ADMINISTRATOR	OFFICE	3/22/2024 7/1/2024	6/30/2024 6/30/2029	\$24.00 \$27.00	\$36.75 \$41.25	\$49.00 \$55.00	\$0.00 \$0.00	\$24.00 \$27.00	\$36.75 \$41.25	\$49.00 \$55.00	\$24.60 \$26.73	\$36.75 \$38.60	\$49.00 \$51.46	\$11.40 \$11.40	\$35.99 \$37.22	\$49.24 \$50.09	\$60.49 \$62.05	\$11.40 \$12.00	\$11.40 \$12.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$71.38 \$76.73	\$83.63 \$90.48	\$95.88 \$104.23	5.00%	\$ 24.00 \$ 26.70	N/A			

1. "N/C" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

2. The billing rates shown in this cost proposal for field staff entitled to PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoice will be calculated by using the actual PW fringe benefits of the employees as in accordance with the certified benefits statement submitted with each invoice.

3. The employee actual hourly rates shown in this cost proposal are the rates that were effective on workday. Callahan Contract Manager's pre-approval is required for addition of staff not previously listed on this cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xxxxxx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

4. Travel Time Charges
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Exempt Staff: During regular work day, actual travel time to not exceed 8 hours in any one day or one way travel will be billed as follows:
 Billing rate for travel time = Loaded Rate Formula "C" above.
 All travel time outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) * (1 + Fee) + (Delta Base + Delta Fringe)
 For Non-Exempt Employees: During regular work day, actual travel time, not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate, (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:



City of Firebaugh Fire Department Staff Report

To: Mayor and City Council Members
From: *Hector Marin, Fire Battalion Chief*
CC: Ben Gallegos, City Manager
Date: June 17, 2024 - Council Meeting

On June 5th, we responded to a cardiac arrest as a result of choking on food at the corner of 13th & O St. Our police department's quick thinking and response, as well as our fire department personnel's CPR training, played a significant role in this medical call. After about 7 rounds of CPR and one shock, we were able to restart his heart. The paramedic with the American ambulance suspected and later confirmed by the hospital that the patient had suffered a significant myocardial infarction (heart attack). All three agencies collaborated beautifully to attain an extremely difficult goal in calls like this.

The Fire Department has had a busy previous two weeks with grass fires around the county. On June 6th, we responded to an 80-acre wildfire in Little Panoche (west of I5 and Shields Ave.) as part of Fresno County's mutual response.



City of Firebaugh Public Works Department Staff Report

To: Mayor Elsa Lopez and City Council Members

From: Michael Molina, Public Works Director

Date: June 17, 2024 - Council Meeting

Water/Wastewater

The operation department has been working on the following:

1. Day to day operations of treatment plants.
2. Spraying weeds at sewer plant.
3. Continuing weed abatement at sewer plant and lift stations and solar panels.
4. Discing and maintaining pecculation ponds.

Streets

The Street Department has been working on the following:

1. Repairing streets around town.
2. Repairing sidewalks on the northside of town.
3. We will begin Striping Clyde Fannon late July to get ready for start of new school year.

Parks

The Crew has been working on the following:

1. Weed abatement around the parks and various areas around town.
2. Cleaning up center medians on Hwy 33.
3. Cleaning streetlights around business district.

City Projects:

1. New sidewalk done on P St between 9th and 10th street.
2. Slurry seal done on Enrico and E. Cardella.