

MEETING AGENDA

The City Council / Successor Agency of the City of
Firebaugh Vol. No. 25 / 07-21

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh CA 93622
Date / Time: July 21, 2025 / 5:30 p.m.

CALL TO ORDER

ROLL CALL

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

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

None

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.

1. **APPROVAL OF MINUTES – Meeting Minutes July 07, 2025**
2. **WARRANT REGISTER – Period starting June 01, – June 30, 2025**

PUBLIC HEARING

None

NEW BUSINESS

3. **RESOLUTION NO. 25-24 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY**

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

4. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON SENIOR CENTER FULLTIME EMPLOYEE AND / OR ADDITIONAL HOURS**

Recommended Action: Council receives public comments, discussion item

5. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON THE STREET SWEEPER**

Recommended Action: Council receives public comments, discussion item

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS THE MINI SWEEPER FOR DOWNTOWN**

Recommended Action: Council receives public comments, discussion item

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON THE SNACK BAR AT DUNKLE PARK**

Recommended Action: Council receives public comments, discussion item

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AN UPDATE ON SOLAR FOR POLICE AND FIRE STATIONS**

Recommended Action: Council receives public comments, discussion item

STAFF REPORTS – *Written and enclosed in the agenda packet.*

COUNCIL MEMBERS AGENDA ITEMS

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

1. GOVERNMENT CODE SECTION 54957.6

*Government Code Section 54957.6 - Conference with Labor Negotiator Agency Designated
Representatives: Christina D. Smith, City Attorney and Ben Gallegos, City Manager Employee
Organizations: Firebaugh Police Officers Association and Public Work.*

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 at City Hall on July 18, 2025, at 5:00 pm., by Olga Flores, Acting Deputy City Clerk

Meeting Minutes

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 25 / 07-07

Location of Meeting **Andrew Firebaugh community Center**
1655 13th Street, Firebaugh, CA. 93622

Date / Time **July 07, 2025 / 5:30 p.m.**

CALL TO ORDER

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

Others *City Manager Ben Gallegos, City Attorney Christina Smith, Police Chief Sal Raygoza, Acting Deputy Clerk Olga Flores, Finance Director Pio Martin, Battalion Fire Chief Hector Marin, Gouveia Engineering Rep. Noe Martinez.*

PLEDGE OF ALLEGIANCE *Led by Council Member Brady Jenkins*

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Jenkins seconded by Council Member Perez, motion passed by 5-0 vote.

PRESENTATION

None

PUBLIC COMMENT

None

CONSENT CALENDAR

1. **APPROVAL OF MINUTES – The City Council Regular meeting on June 16, 2025**
2. **RESOLUTION NO. 25-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2025-2026**

Motion to approve consent calendar by Council Member Perez, seconded by Council Member Lopez, the motion passed by a 5-0 vote.

PUBLIC HEARING

None

NEW BUSINESS

3. **RESOLUTION NO. 25-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE FIREBAUGH-LAS DELTAS UNIFIED SCHOOL DISTRICT AND THE CITY OF FIREBAUGH POLICE DEPARTMENT FOR THE ASSIGNMENT OF TWO SCHOOL RESOURCE OFFICERS**

Motion to approve Resolution No. 25-21 by Council Member Jenkins, seconded by Council Member Perez, the motion passed by a 5-0 vote.

4. **RESOLUTION NO. 25-22 A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES.**

Motion to approve Resolution No. 25-22 by Council Member Jenkins, seconded by Council Member Perez, the motion passed by a 5-0 vote.

5. **RESOLUTION NO. 25-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING THE UPDATED FRESNO COUNTY LOCAL HAZARD MITIGATION PLAN**

Motion to approve Resolution No. 25-23 by Council Member Jenkins, seconded by Council Member Perez, the motion passed by a 5-0 vote.

6. **FIREBAUGH FALCON FOOTBALL IS REQUESTING A WAIVER OF THE RENTAL FEE FOR THE A.F COMMUNITY CENTER HALL LOCATED AT 1655 13TH STREET FOR THEIR UPCOMING DINNER DANCE EVENT TO TAKE PLACE ON JULY 19, 2025.**

Council Consensus: To waive the A.F. Community Center Hall fee, with the exception that Falcon Football will be paying for the following: non-refundable application fee, refundable deposit, and providing insurance coverage for the event.

7. **DEVELOP A VACANT LOT MAINTENANCE AND DEVELOPMENT ORDINANCE FOR THE CITY OF FIREBAUGH**

Council Consensus: City Attorney Christina will bring back a draft for council to review.

STAFF REPORTS

- **Police Chief Sal Raygoza** – Nothing to report.
- **Finance Director Pio Martin** – Nothing to report.
- **City Manager Ben Gallegos** – Meet with New Balance, they are willing to donate to youth groups.
- **Public Works Director/Fire Chief Michael Molina**– Nothing to report.
- **City Attorney Christina Smith** – Nothing to report.
- **Acting Deputy City Clerk Olga Flores** – Nothing to report.
- **City Engineer Noe Martinez** – Nothing to report.
- **Battalion Chief Hector Marin**- Reported a fire Wednesday at Las Deltas. The department did a phenomenal job. Also reminded everyone about heat exhaustion is coming.
- **Mayor Pro-Tem Renteria** – Asked about the cooling centers, also suggested we make a flyer with the cooling center locations. Make sure you have everyone hydrated. If the guys see the elderly walking please offer water or help if needed. Renteria also asked Chief Raygoza about ATV riders and asked Chief to keep an eye out for safety.
- **Mayor Valdez** – Added to Renteria's report asking if we have the equipment needed to assist.
- **Council Member Lopez** – Continue to keep Texas in your prayers.
- **Council Member Perez** – Asked about the lights at Clyde Fannon and Sablan. Spoke Ingrid from Merced has she has expertise on Brownfield so if we need help she can help.
- **Council Member Jenkins** – Asked public works about Splash Park estimated time that it will be fixed. Thanked Michael for answering the calls in regards to the AC units in the city buildings and asked about their maintenance.

CLOSED SESSION

8. GOVERNMENT CODE SECTION 54957.6

*Government Code Section 54957.6 - Conference with Labor Negotiator Agency Designated
Representatives: Christina D. Smith, City Attorney and Ben Gallegos, City Manager Employee
Organizations: Firebaugh Police Officers Association, Public Works, and Unrepresented Groups.*

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

None

- ❖ *Motion to enter close session at 6:33 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 5-0 vote.*
- ❖ *Motion to enter close session at 7:03 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 5-0 vote.*

ANNOUNCEMENT AFTER CLOSED SESSION

None

ADJOURNMENT

- ❖ *Motion to adjourn at 7:03 pm by Council Member Jenkins, second by Council Member Perez, motion passes by a 5-0 vote.*



— REPORT TO CITY COUNCIL — **MEMORANDUM** —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: _____ July 21, 2025

SUBJECT: Warrant Register Dated: JUNE 1, 2025 – JUNE 30, 2025

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:

JUNE 1, 2025 – JUNE 30, 2025

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	# 47781 – #47941	\$ <u>1,392,697.43</u>
PAYROLL WARRANTS.....	# 72556 – #72582	\$ <u>238,405.48</u>

TOTAL WARRANTS..... **\$ 1,631,102.91**

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
47278	6/13/2025	CITY AUTO GLASS	\$ (240.00)	Ck# 047278 Reversed
47560	6/13/2025	DESARAI RAMOS	\$ (150.00)	Ck# 047560 Reversed
47781	6/4/2025	ANASTACIO ANTUNEZ	\$ 300.00	HEALTH INSURANCE STIPEND
47782	6/4/2025	JULIO BARRIOS	\$ 300.00	HEALTH INSURANCE STIPEND
47783	6/4/2025	FERNANDO CAMPA	\$ 300.00	HEALTH INSURANCE STIPEND
47784	6/4/2025	CINTAS CORPORATION	\$ 493.43	PW/CITY HALL/SENIOR CTR/P
47785	6/4/2025	MARLIM CONTRERAS	\$ 350.00	HEALTH INSURANCE STIPEND
47786	6/4/2025	CITY OF FIREBAUGH	\$ 60,361.60	ME CHECK MAY 2025
47787	6/4/2025	JESUS GUTIERREZ	\$ 300.00	HEALTH INSURANCE STIPEND
47788	6/4/2025	BRADY JENKINS	\$ 500.33	MONTHLY SALARY ATTENDANCE
47789	6/4/2025	LAWSON PRODUCTS	\$ 349.49	SEWER SMALL TOOLS
			\$ 197.19	HAND PAPER TOWELS
			<u>\$ 921.67</u>	SEWER SMALL TOOLS
		Check Total:	\$ 1,468.35	
47790	6/4/2025	SAMPSON LEE	\$ 300.00	HEALTH INSURANCE STIPEND
47791	6/4/2025	ELSA LOPEZ	\$ 486.86	MONTHLY SALARY ATTENDANCE
47792	6/4/2025	SHERRY MARSHALL	\$ 300.00	MONTHLY SALARY ATTENDANCE
			<u>\$ (300.00)</u>	Ck# 047792 Reversed
		Check Total:	\$ -	
47793	6/4/2025	FELIPE PEREZ	\$ 950.00	MONTHLY SALARY ATTENDANCE
47794	6/4/2025	SALVADOR RAYGOZA	\$ 350.00	HEALTH INSURANCE STIPEND
47795	6/4/2025	SILVIA RENTERIA	\$ 950.00	MONTHLY SALARY ATTENDANCE
47796	6/4/2025	YVONNE SANDOVAL	\$ 300.00	HEALTH INSURANCE STIPEND
47797	6/4/2025	JACQUELINE TABARES	\$ 300.00	HEALTH INSURANCE STIPEND

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47798	6/4/2025	TELSTAR INSTRUMENTS	\$ 1,346.00	WWTP SERVICES
			\$ 2,216.00	WWTP SERVICES
		Check Total:	\$ 3,562.00	
47799	6/4/2025	NANCY VACA	\$ 350.00	HEALTH INSURANCE STIPEND
47800	6/4/2025	ALFRED VALDEZ	\$ 950.00	MONTHLY SALARY ATTENDANCE
47801	6/4/2025	ALBERTO VERDUZCO	\$ 300.00	HEALTH INSURANCE STIPEND
47802	6/4/2025	RAFAEL A LOPEZ	\$ 87.03	MQ CUSTOMER REFUND
47803	6/4/2025	MARIA ARCELIA MARTINEZ	\$ 97.84	MQ CUSTOMER REFUND
47804	6/5/2025	MID-VALLEY DISPOSAL	\$ 39,954.76	DISPOSAL SERVICES PERFORM
47805	6/5/2025	U.S. POSTMASTER	\$ 30.27	UTILITY BILLING POSTAGE
47806	6/5/2025	SHERRY MARSHALL	\$ 300.00	MEDICAL STIPEND PER MOU
47807	6/11/2025	CITY OF FIREBAUGH	\$ 163,767.41	PAYROLL ENDING 06/06/2025
47808	6/13/2025	ADAMS ASHBY GROUP, LLC	\$ 6,250.00	GENERAL ADMIN 23A-CDBG-20
			\$ 6,250.00	GENERAL ADMIN-23A-CDBG-20
			\$ 2,375.00	GENERAL ADMIN-22-CDBG-NH-
		Check Total:	\$ 14,875.00	
47809	6/13/2025	ALERT-O-LITE, INC.	\$ 77.01	NO PARKING SIGN
47810	6/13/2025	SEBASTIAN	\$ 69.95	SENIOR CENTER ALARM
47811	6/13/2025	CALIFORNIA BUILDING OFF	\$ 105.00	WEBINAR FOR ISABEL BUILDING
47812	6/13/2025	CINTAS CORPORATION	\$ 145.77	SENIOR CENTER AGREEMENT
47813	6/13/2025	CITY AUTO GLASS	\$ 240.00	2010 CHEVY GLASS REPAIR
47814	6/13/2025	COMCAST BUSINESS	\$ 120.56	PD INTERNER
47815	6/13/2025	CORELOGIC SOLUTIONS, LLC	\$ 238.81	REALQUEST MAY 2025
47816	6/13/2025	EMPLOYMENT DEVELOPM	\$ 401.91	EDD WAGES ZARAGOZA

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47817	6/13/2025	EMMETT VALLEY CONSTR	\$ 40,392.10	Q STREET IMPROV. 745.40
47818	6/13/2025	FRESNO OXYGEN	\$ 113.21	PW-SHOP
47819	6/13/2025	GENERAL CODE	\$ 1,195.00	ECODE360 ANNUAL MAINTENANCE
47820	6/13/2025	GOUVEIA ENGINEERING, IN	\$ 1,187.03	710.03 DBE PLAN-ADA COMPL
			\$ 1,956.15	720.01 PLANNING GENERAL
			\$ 735.96	725.01 PUBLIC WORKS GENERAL
			\$ 2,884.35	725.08 5 YEAR CIP
			\$ 2,849.46	725.15C P STREET ALLEY
			\$ 60.38	725.15D P STREET ALLEY
			\$ 694.05	725.16D ANIMAL SHELTER
			\$ 114.19	730.01 SEWER GENERAL
			\$ 1,798.85	730.09 SRF WWTP DESIGN
			\$ 433.13	730.10 WASTEWATER REPORTING
			\$ 283.85	740.01 WATER GENERAL
			\$ 1,068.38	740.16 WATER REPORTING
			\$ 85.05	740.18 CROSS CONNECTION
			\$ 6,265.58	745.02C HWY 33 BEAUTIFICATION
			\$ 169.19	745.25D CML-5224(023)POSO
			\$ 16,125.09	745.28C CML-5224(026)ALLEY
			\$ 5,146.04	745.40C Q STREET IMPROVEM
			\$ 16,380.00	745.28D CML-5224(026) ALL
			\$ 429.19	745.41 CLYDE FANNON DR
			\$ 912.19	760.01 AIRPORT GENERAL
			\$ 742.18	775.20 MANCEBO PARCEL MAP
			\$ 2,041.20	775.21 EL SENDERO SUBDIVISION
			\$ 85.05	785.37 SHELL BLDG STARBUCK
			\$ 110.25	790.02 CITYWIDE ASSESSMENT
			\$ 3,307.20	795.03 CMAQ APPLICATIONS
			\$ 2,115.84	795.11 STBG APPLICATIONS
		Check Total:	\$ 67,979.83	
47821	6/13/2025	KRAZAN & ASSOCIATES, IN	\$ 1,112.96	CML-5224(026)ALLEY PAVING
47822	6/13/2025	LAWSON PRODUCTS, INC.	\$ 295.11	ASST SQWINCHER
47823	6/13/2025	MADTOWN GLASS	\$ 1,942.28	INSTALLED MIRROR PD GYM
47824	6/13/2025	DARRELL MARTIN	\$ 1,100.00	2024 CONSUMER CONFIDENCE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
47825	6/13/2025	MOORE TWINING ASSOCIA	\$ 1,740.00	PROFESSIONAL SERVICE APRIL
47826	6/13/2025	NORTHSTAR CHEMICAL	\$ 8,789.86	SODIUM HYPOCHLORITE
47827	6/13/2025	PACIFIC GAS & ELECTRIC	\$ 2,082.29	DEFICIENCY FOR MLX 029884
47828	6/13/2025	CSG CONSULTANTS, INC.	\$ 737.00	PROFESSIONAL SERVICES 4/2
			\$ 236.00	BUILDING PLAN REVIEW MAY
			\$ 127.00	FIRE PLAN MAY 2025R SERVICE
		Check Total:	\$ 1,100.00	
47829	6/13/2025	PROVOST & PRITCHARD CC	\$ 13,346.15	LAS DELTAS WATER SYSTEM
47830	6/13/2025	QUINN COMPANY, INC.	\$ 1,590.69	WWTP-SERVICE
			\$ 2,748.24	WWTP-SERVICE
		Check Total:	\$ 4,338.93	
47831	6/13/2025	QUILL CORPORATION	\$ 14.89	BUILDING DEPT LABELS
			\$ 37.78	BUILDING DEPT-PANORAMIC
			\$ 151.14	PINESOL CITY HALL
			\$ 75.57	PINESOL CITY HALL
			\$ 75.57	COMM.CTE PINESOL
			\$ 114.84	CITY HALL OFFICE SUPPLIES
			\$ 410.24	COMM. CTR/PD TOILET PAPER
			\$ 287.17	COMM. CTER PULL TOWEL
			\$ 194.31	CITY HALL OFFICE SUPPLIES
		Check Total:	\$ 1,361.51	
47832	6/13/2025	JUAN CARLOS RAMOS JR.	\$ 150.00	DUNKLE PARK CLEANING DEP
47833	6/13/2025	SAN JOAQUIN SAND & GRA	\$ 1,938.39	MATERIAL BASE ROCK
			\$ 3,182.13	ASPHALT/BASE ROCK
		Check Total:	\$ 5,120.52	
47834	6/13/2025	SIGALA INC.	\$ 10,000.00	REAP 2.0 DOWNTOWN INFILL
			\$ 10,000.00	REAP 2.0 DOWNTOWN INFILL
		Check Total:	\$ 20,000.00	
47835	6/13/2025	TELSTAR INSTRUMENTS	\$ 4,250.00	PW-SHOP
			\$ 330.00	WWTP-SERVICES
		Check Total:	\$ 4,580.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
47836	6/13/2025	TERRA WEST CONSTRUCTI	\$ 174,346.06	ALLEY PAVING 2020 CML-5224
47837	6/13/2025	THARP'S FARM SUPPLY	\$ 8.54	MALE ADAPTER/COUPLER
			\$ 33.31	TAPE
			\$ 28.96	BLK TAPE/EPOXY
			\$ 10.15	9 VOLT AKLALINE
			\$ 17.42	PADLOCK
			\$ 24.46	BLADE
			\$ 62.20	SAFETY GLASSES/TRIMMER
			\$ 2.15	CURTIS KEYS
			\$ 124.67	TRIMMER HEAD/COUPLING
			\$ 9.91	GLOVES
			\$ 21.00	AIR FILTER
			\$ 18.57	VOLT BATTERY
			\$ 3.08	NYLON ROPE
			\$ 43.16	ELBOW/GREASE/FLANGE
			\$ 11.87	CAUTION TAPE
			\$ 53.76	SPRAY PAINT/COUPLER/CAP
			\$ 27.75	DUSTER
			\$ 15.36	ADHESIVE SEALANT
			\$ 85.79	COUPLER/PLUG/NOZZLE
			\$ 123.05	BLEACH/LYSOL/BRUSH
			\$ 129.59	MASTER LOCK/KEYS
			\$ 71.59	SHOVEL/SPRAY PAINT
			\$ 7.94	PLUG
			\$ 12.09	LECTRA-MOTIVE
			\$ 29.09	NOSSLE/WOOD
			\$ 39.26	PRUNER/RUBBER GLOVES
			\$ 9.83	UTILITY V BELT
			\$ 79.05	TARP STRAPS
			\$ 8.24	SPLICE
			\$ 7.94	BLEACH
			\$ 50.37	HOSE/HOSE MENDER
			\$ 10.77	CURTIS KEYS
			\$ 21.43	TRIGGER JET
			\$ 12.36	GAUGE KIT
			\$ 30.96	MASKING PAPER/SANDING
			\$ 9.38	EAZY OFF CLEANER
			\$ 76.45	T-POST
			\$ 54.45	NIPPLE EXTRACTOR/PLIERS
			\$ 86.29	GALLONS/GREY CEMENT
			\$ 138.60	TORCH KIT/TOOTHBRUSH

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47837	6/13/2025	THARP'S FARM SUPPLY	\$ 6.22	BUSHING/COUPLER
			\$ 20.84	UTILITY KNIFE
			\$ 61.19	MASTER LOCKS
			\$ 1.72	HOSE SHUT OFF
			\$ 102.41	DRINKING BUBBLER
			\$ 51.17	TRIMMER LINE
			\$ 1,077.45	BOOSTER PUMP
			\$ 10.80	KEY
			\$ 6.45	FINISH NAIL
			\$ 8.62	CURTIS KEYS/CUT KEY
			\$ 6.35	EXTENSION SPRING
			\$ 7.72	PLUNGER
			\$ 14.63	SAFETY VEST
			\$ 100.67	ELBOW/CAPS/NIPPLE/PIPE
			\$ 13.18	ELECTRIC CLEANER
			\$ 33.67	NIPPLE/ADAPTER/TEFLON
			\$ 16.09	SWITCH/FUSE HOLDER
			\$ 112.12	CEMENT
		Check Total:	\$ 3,262.14	
47838	6/13/2025	THE SALVATION ARMY	\$ 1,620.04	HOT MEAL/FOOD DISTRIBUTION
47839	6/13/2025	TWO BROTHERS CATHODIC	\$ 1,200.00	ANNUAL INSPECTION
47840	6/13/2025	UBEO WEST LLC	\$ 188.86	HP MAINTENANCE CONTRACT
			\$ 199.10	HP MAINTENANCE CONTRACT
		Check Total:	\$ 387.96	
47841	6/13/2025	UBEO WEST LLC	\$ 1,334.36	HP PRINTER BUILDING/ZONING
47842	6/13/2025	UNITED PAVEMENT MAINT	\$ 190,835.05	P STREET ALLEY IMPROVEMENT
47843	6/13/2025	USA BLUEBOOK	\$ 192.00	JOHN CRANE PACKING STYLE
47844	6/13/2025	U.S. BANK EQUIPMENT FIN	\$ 554.49	RNT/LEASE EQUIP 5/20-6/20
47845	6/20/2025	AT&T	\$ 694.68	ALL DEPT INTERNET
47846	6/20/2025	ARTEMIO ROBERTO GARZA	\$ 1,059.93	PD DEPT-MATERIAL FOR RANGE
47847	6/20/2025	AG & INDUSTRIAL SUPPLY	\$ 44.27	CLAMP/CAMLOCK

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
47847	6/20/2025	AG & INDUSTRIAL SUPPLY	\$ 25.63	RESPIRATOR DISP.
		Check Total:	\$ 69.90	
47848	6/20/2025	AVID WATER	\$ 45.80	NOZZLE/COUPLING
			\$ 24.43	NIPPLE/COUPLING/MALE ADAPTER
			\$ 99.55	COUPLING/CAP/ELBOW/JOINT
			\$ 40.86	SPRINKLER ROTARY
			\$ 8.34	SPRINKLER POP UP
			\$ 146.32	HOE/COUPLING/EMITTER
			\$ 40.89	SOLENOID
			\$ 131.63	RAINBIRD POPUP
			\$ 19.20	NIPPLE/SLIP FIX/NOZZLE
			\$ 10.20	COUPLING/MALE ADAPTER/PIPE
			\$ 127.66	CEMENT
			\$ 12.02	NIPPLE/TAPE
			\$ 4.63	HEAVY DUTY TAPE
			\$ 2.96	NIPPLE/BUSHING
			\$ 96.19	SHOVEL/COUPLING/BOOTS
			\$ 120.90	COUPLING/PIPE
			\$ 4.61	ELBOW/NIPPLE/BUSHING
			\$ 22.47	TEE/BUSHING/COUPLING
			\$ 11.24	MALE ADAPTER/COUPLING/BUS
			\$ 5.70	PIPE/ELBOW
			\$ 5.96	ELBOW
			\$ 17.00	PVC/ELBOW/PIPE
			\$ 24.39	HAND SAW
			\$ 7.97	BUSHING
			\$ 175.64	COUPLING/GLUE/VALVE/ELBOW
			\$ 103.49	TEE/SLIP FIX/COUPLING
			\$ 9.63	HOSE COUPLING
		Check Total:	\$ 1,319.68	
47849	6/20/2025	AMAZON CAPITAL SERVIC	\$ 44.69	PD-POST IT/DISPENSER
			\$ 148.07	PD-MOUNTING BRACKET/DESK
			\$ 182.50	PD-FLASH DRIVES
			\$ 478.20	PARKS-TRASH BAGS
		Check Total:	\$ 853.46	
47850	6/20/2025	AT&T	\$ 942.83	ALL DEPT INTERNET / TELEPHONE
47851	6/20/2025	AUTOZONE COMMERCIAL	\$ 72.78	MOTOR OIL/AIR FILTER
			\$ 29.92	LIGHT BULBS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47851	6/20/2025	AUTOZONE COMMERCIAL	\$ 15.36	LIGHT BULB
			\$ 25.37	PURPLE POWER TRIGGER
			\$ (107.96)	JUMP STARTER
			\$ 291.52	JUMP STARTER
			\$ 155.31	BATTERY
			\$ 35.62	WASHER PUMP
			\$ 84.10	TURBOCHARGER OIL
			\$ 176.91	BATTERY
			\$ 11.47	BOLT WASHERS/GASKET
			\$ 10.25	LIGHT BULB
			\$ 18.05	WASHER
			\$ 46.28	SAFETY GLASSES
			\$ 49.71	PRIMER/STICK ON DISC
			\$ 35.59	WHITE PERFECT MATCH
			\$ 34.00	SANDPAPER/PAD
			\$ 31.86	DRY TOWEL/TOWEL ROLL
			\$ 21.79	DEGREE WASHER/RELAY DURAL
			\$ 213.62	BATTERY
			\$ 176.91	BATTERY
			\$ (176.91)	BATTERY RETURN
			\$ 76.95	PD SENSOR
			\$ 50.34	DASH INSTALL KIT/SWITCH
			\$ 43.17	AMERICAN GOLD
			\$ 143.67	PD MOTOR OIL/SENSOR/AIR F
			\$ 39.72	PD-SENSOR THREAD
			\$ (14.39)	LIGHT BULB
		Check Total:	\$ 1,591.01	
47852	6/20/2025	BARNHART-BENSON BUILI	\$ 500.00	WATER METER RENTAL REFUND
47853	6/20/2025	BELKORP AG.	\$ 67.72	ENGINE OIL
			\$ 80.27	FUEL PUMP
			\$ 6.24	KEY
			\$ 963.27	PLOW BOLT/CUT EDGE
		Check Total:	\$ 1,117.50	
47854	6/20/2025	BSK & ASSOCIATES, INC.	\$ 556.00	LAB ANALYSIS
			\$ 152.80	LAB ANALYSIS
			\$ 488.80	LAB ANALYSIS
			\$ 257.80	LAB ANALYSIS
			\$ 152.80	LAB ANALYSIS
			\$ 185.56	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47854	6/20/2025	BSK & ASSOCIATES, INC.	\$ 85.60	LAB ANALYSIS
			\$ 119.50	LAB ANALYSIS
			\$ 288.40	LAB ANALYSIS
			\$ 209.50	LAB ANALYSIS
			\$ 152.80	LAB ANALYSIS
			\$ 209.50	LAB ANALYSIS
			\$ 188.50	LAB ANALYSIS
			\$ 85.60	LAB ANALYSIS
			\$ 152.80	LAB ANALYSIS
			\$ 60.40	LAB ANALYSIS
			\$ 169.60	LAB ANALYSIS
			<u>\$ 556.00</u>	LAB ANALYSIS
		Check Total:	\$ 4,071.96	
47855	6/20/2025	VALERIE BUENO	\$ 200.00	CANCELED EVENT-VFW CLEANING
			<u>\$ 200.00</u>	EVENT CANCELED-VFW RENTAL
		Check Total:	\$ 400.00	
47856	6/20/2025	C&R ROYAL SVC INC.	\$ 19.42	ENGINE OIL
			\$ 100.64	AUTO CUT
			<u>\$ 307.47</u>	GREASE GUN
		Check Total:	\$ 427.53	
47857	6/20/2025	CAL VALLEY SECURITY	\$ 300.00	A/F HALL 2 GUARDS 5/24/25
			\$ 300.00	A/F HALL 2 GUARDS 5/31/25
			<u>\$ 300.00</u>	A/F HALL 2 GUARDS 6/21/25
		Check Total:	\$ 900.00	
47858	6/20/2025	CINTAS CORPORATION	\$ 529.11	PW/CITY HALL/SENIOR CTR/PW
47859	6/20/2025	COLLEGE OF THE SEQUOIA	\$ 159.00	TRAINING Y.SANDOVAL LAWS
47860	6/20/2025	COMMUNITY OF WOMEN H	\$ 300.00	A/F HALL CLEANING DEPOSIT
47861	6/20/2025	CROWN EQUIPMENT CORP	\$ 185.00	PLANNED MAINTENANCE
47862	6/20/2025	CENTRAL VALLEY TOXICO	\$ 279.00	PD DRUG SCREENING
			\$ 83.00	PD DRUG SCREENING
			<u>\$ 127.00</u>	PD DRUG SCREENING
		Check Total:	\$ 489.00	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
47863	6/20/2025	DEPARTMENT OF JUSTICE	\$ 242.00	FINGERPRINTS MAY 2025
47864	6/20/2025	RALPHIE ESCALANTE	\$ 300.00	A/F HALL CLEANING DEPOSIT
47865	6/20/2025	FIREBAUGH AUTO REPAIR	\$ 1,689.13	PD UNIT 10-WATER PUMP
47866	6/20/2025	FIRST BANKCARD	\$ 11.98	BEN-UBER LAS VEGAS
			\$ 25.97	BEN-UBER LAS VEGAS
			\$ 33.71	BEN-UBER LAS VEGAS
			\$ 45.00	BEN-MONORAIL LAS VEGAS
			\$ 17.95	BEN-UBER LAS VEGAS
			\$ 45.00	BEN-MONORAIL LAS VEGAS
			\$ 243.64	BEN-LINQ LAS VEGAS RENTER
			\$ 243.64	BEN-LINQ LAS VEGAS VALDEZ
			\$ 288.99	BEN-LINQ LAS VEGAS GALLEG
			\$ 59.14	BEN-BLUE FLAME MEETING
		Check Total:	\$ 1,015.02	
47867	6/20/2025	FIRST BANKCARD	\$ 17.00	INTEREST CHARGE
			\$ 38.04	PIO-FED EX
			\$ 42.50	PIO-FRESNO COUNTY
			\$ 71.21	PIO-AMAZON SENIOR CENTER
			\$ 18.88	PIO-AMAZON SENIOR CTR SUP
			\$ 11.85	PIO-AMAZON SENIOR CTR SUP
			\$ 3.00	PIO-FRESNO COUNTY
			\$ 29.10	PIO-PARTS WAREHOUSE
			\$ (29.10)	PIO-CREDIT PARTS WAREHOUS
		Check Total:	\$ 202.48	
47868	6/20/2025	FIREBAUGH HARDWARE C	\$ 35.37	PTG RED TREATED/WOOD
47869	6/20/2025	FIREBAUGH GLASS	\$ 200.00	PLEXI GLASS
47870	6/20/2025	FRESNO COUNTY TREASUF	\$ 168.30	ACCESS FEES MAY 2025
47871	6/20/2025	FRESNO CITY COLLEGE	\$ 76.00	LEADERSHIP DEV. CASTILLO
			\$ 75.00	INTERVIEW/INTERROGATION
			\$ 114.00	RANGEMASTER K. GILLUM
		Check Total:	\$ 265.00	
47872	6/20/2025	FRESNO MOBILE RADIO, IN	\$ 6,678.00	PD ANNUAL BILLING OF AIRTIME

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47873	6/20/2025	JUAN HERNANDEZ GARCIA	\$ 150.00	DUNKLE PARK ENCLOSED AREA
47874	6/20/2025	JUAN C. CALVILLO GOMEZ	\$ 400.00	RODEO GROUNDS CLEANING DEP
47875	6/20/2025	GUTHRIE PETROLEUM, INC	\$ 1,518.76	BULK UNLEADED GASOLINE
			\$ 1,301.81	BULK UNLEADED GASOLINE
			\$ 467.84	BULK DIESEL FUEL
			\$ 647.69	BULK DIESEL FUEL
			\$ 1,532.97	BULK UNLEADED GASOLINE
			\$ 5,001.86	BULK DIESEL FUEL
			\$ 1,711.44	NULK UNLEADED GASOLINE
		Check Total:	\$ 12,182.37	
47876	6/20/2025	HARRINGTON INDUSTRIAL	\$ 92.56	ANALOG CABLE INPUT
47877	6/20/2025	HINDERLITER, deLLAMAS	\$ 13.54	AUDIT SERVICES Q4/2024
47878	6/20/2025	HOME DEPOT CREDIT SERV	\$ 17.28	SENIOR CTR LOCK
			\$ 95.26	VFW SUPPLIES
			\$ 287.51	GARDENING SUPPLIES
		Check Total:	\$ 400.05	
47879	6/20/2025	KER WEST, INC. DBA	\$ 3,575.00	PUBLICATION 15TH/Q STREET
			\$ 277.00	PUBLICATION
			\$ 171.00	PUBLICATION LANDSCAPING
		Check Total:	\$ 4,023.00	
47880	6/20/2025	KPW COMPANY, INC.	\$ 500.00	WATER METER RENTAL REFUND
			\$ (338.41)	ONE MONTH RENTAL FEE CHARGE
		Check Total:	\$ 161.59	
47881	6/20/2025	LAWSON PRODUCTS, INC.	\$ 593.87	SEWER SMALL TOOLS
47882	6/20/2025	MANUELS TIRE SERVICE, II	\$ 160.63	RADIAL PATCH
			\$ 45.41	TUBE
			\$ 226.44	PD-NEW TIRE
		Check Total:	\$ 432.48	
47883	6/20/2025	SHERRY MARSHALL	\$ 150.00	WORK BOOTS REIMBURSEMENT
47884	6/20/2025	MARIA MENDOZA	\$ 150.00	DUNKLE PARK ENCLOSED AREA

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47885	6/20/2025	MID-VALLEY DISPOSAL	\$ 128.19	WATER TREATMENT PLANT
			\$ 253.38	PD/FD DISPOSAL SERVICE
		Check Total:	\$ 381.57	
47886	6/20/2025	THE NEIL JONES FOOD COM	\$ 300.00	A/F HALL CLEANING DEPOSIT
47887	6/20/2025	SERGIO SANDOVAL OROZC	\$ 300.00	VFW HALL CLEANING DEPOSIT
47888	6/20/2025	PACIFIC GAS & ELECTRIC	\$ 4,985.51	PD/FD DEPT #3247232548-2
47889	6/20/2025	PACIFIC GAS & ELECTRIC	\$ 1,211.68	VFW HALL #4427606068-6
47890	6/20/2025	BRANDY PRECIADO	\$ 150.00	DUNKLE PARK ENCLOSED AREA
47891	6/20/2025	PROFORCE	\$ 680.25	PD-HOLSTER QTY 5
47892	6/20/2025	MARIA RODRIGUEZ	\$ 300.00	VFW HALL CLEANING DEPOSIT
47893	6/20/2025	SALEM ENGINEERING GRO	\$ 1,124.00	745.40 Q ST IMPROVEMENTS
			\$ 1,356.00	725.15 P ST ALLEY IMPROVE
		Check Total:	\$ 2,480.00	
47894	6/20/2025	STATE WATER RESOURCES	\$ 170.00	D1 CERTIFICATE RENEWAL LUNCH
47895	6/20/2025	STAPLES BUSINESS CREDIT	\$ 96.84	PD-OFFICE SUPPLIES
			\$ 498.55	PD-OFFICE SUPPLIES
		Check Total:	\$ 595.39	
47896	6/20/2025	SUMMERS ENGINEERING	\$ 300.00	VFW HALL CLEANING DEPOSIT
47897	6/20/2025	TECH MASTER MANAGEMI	\$ 50.00	PD PEST CONTROL
			\$ 150.00	CITY HALL/PW/SENIOR CTR
		Check Total:	\$ 200.00	
47898	6/20/2025	ARACELI TOVAR	\$ 300.00	A/F HALL CLEANING DEPOSIT
47899	6/20/2025	DATAPATH	\$ 5,994.09	MONTHLY BILLING MAY 2025
47900	6/20/2025	VESTIS	\$ 162.52	SHOP
			\$ 31.95	CITY HALL
			\$ 44.89	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47900	6/20/2025	VESTIS	\$ 167.24	SHOP
			\$ 31.95	CITY HALL
			\$ 50.32	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
		Check Total:	\$ 629.77	
47901	6/20/2025	WESTAMERICA BANK	\$ 200.00	COMMUNITY SAFETY PROGRAM
47902	6/25/2025	CITY OF FIREBAUGH	\$ 138,954.78	PAYROLL ENDING 06/20/2025
47903	6/27/2025	ALERT-O-LITE, INC.	\$ 2,027.22	YELLOW/WHITE PAINT
47904	6/27/2025	AQUA-METRIC SALES, CO.	\$ 7,060.79	MEASURING CHAMBER/REG
			\$ 581.09	3" OMNI REG TR/PL
		Check Total:	\$ 7,641.88	
47905	6/27/2025	AT&T MOBILITY	\$ 736.06	PD INTERNET AND CELL PHONE
47906	6/27/2025	AT&T MOBILITY	\$ 1,162.74	CITY HALL/PW/COUNCIL CELL
47907	6/27/2025	BURTON'S FIRE, INC.	\$ 1,445.61	FIRE DEPTCHARGER/ONBOARD
47908	6/27/2025	CAL VALLEY SECURITY	\$ 300.00	VFW HALL 2 GUARDS 6/21/25
47909	6/27/2025	CDCE, INC.	\$ 6,634.33	2-PANASONIC TOUGHBOOK
47910	6/27/2025	COLLINS & SCHOETTLER	\$ 4,893.00	CITY PLANNING APRIL 2025
			\$ 5,155.50	CITY PLANNING MAY 2025
		Check Total:	\$ 10,048.50	
47911	6/27/2025	COMCAST BUSINESS	\$ 270.68	FIRE DEPT INTERNET
47912	6/27/2025	DISH	\$ 103.37	SENIOR CENTER CABLE
47913	6/27/2025	FIREBAUGH VOLUNTEER F	\$ 10,500.00	FY 24/25 ANNUAL VOLUNTEER
47914	6/27/2025	FIRST BANKCARD	\$ 16.67	PD-PEOPLEFACTS.COM
			\$ 1,480.00	PD-SP RUGGED BOOKS INC
			\$ 90.00	PD-SP CITY COUNTY ALLST
			\$ 77.21	PD-CHEWY.COM K9 DOG FOOD
			\$ 107.98	PD-SUBWAY OFFICERS SEARCH
			\$ 32.17	PD-STATE FOODS OFFICERS S

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47914	6/27/2025	FIRST BANKCARD	\$ 152.78	PD-NEXGEN K9 DOG BOWLS
			\$ 20.07	PD-76 GAS K9 TRAINING
			\$ 200.00	PD-VINITYSOFT.COM
			\$ 140.00	PD-PACKTRACK SUBSCRIPTION
			\$ 59.93	PD-INTEREST
		Check Total:	\$ 2,376.81	
47915	6/27/2025	FIRST BANKCARD	\$ 2,353.10	PW-TEAM VIEWER
			\$ 360.65	PW-WALMART DOG FOOD
			\$ 239.00	PW-CA WATER ENVIRONMENT M
			\$ 69.82	PW-AMAZON BATTERY
			\$ 68.64	PW-INTEREST
			\$ 101.58	PW-AMAZON SWIVEL HOSE
		Check Total:	\$ 3,192.79	
47916	6/27/2025	GRAINGER, INC.	\$ 145.51	FLUOR BALLAST, ELECTRONIC
47917	6/27/2025	ESTELA GUTIERREZ	\$ 300.00	A/F HALL CLEANING DEPOSIT
47918	6/27/2025	LAWSON PRODUCTS, INC.	\$ 147.15	BATTERY
			\$ 312.66	CAN LINERS/WIRE SPOOL
		Check Total:	\$ 459.81	
47919	6/27/2025	MID-VALLEY DISPOSAL	\$ 568.90	WATER TREATMENT PLANT
			\$ 668.35	WATER TREATMENT PLANT
		Check Total:	\$ 1,237.25	
47920	6/27/2025	LEO NAVARRO	\$ 200.00	VFW HALL CLEANING DEPOSIT
47921	6/27/2025	PACIFIC GAS & ELECTRIC	\$ 59,076.78	ALL DEPTS #7355932148-1
47922	6/27/2025	PECK'S PRINTERY	\$ 25.46	NAME PLATE ROBERTO OROZCO
47923	6/27/2025	CSG CONSULTANTS, INC.	\$ 6,231.00	HOUSE BUILDING SERVICES 4
47924	6/27/2025	QUINN COMPANY, INC.	\$ 99.51	CAT TRANS/DRIVE
47925	6/27/2025	QUILL CORPORATION	\$ 332.52	CITY HALL COPIER TONER
			\$ 441.57	SENIOR CENTER TONER
			\$ 28.60	CITY HALL SCOTCH TAPE
			\$ 430.76	PD/COMM. CTR PULL TOWELS
			\$ 349.77	PARKS TOILET PAPER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> Number	<u>Check</u> Date	<u>Name</u>	<u>Net</u> Amount	<u>Description</u>
47925	6/27/2025	QUILL CORPORATION	\$ 93.98	OFFICE SUPPLIES
			\$ 25.26	ISABEL PHONE CORD
			\$ 22.45	ISABEL'S RED PENS
			\$ 58.40	FILE FOLDERS FOR BEN
		Check Total:	\$ 1,783.31	
47926	6/27/2025	RAY'S PAGER SALES	\$ 1,560.00	FIRE DEPT PAGER WITH BASE
47927	6/27/2025	JUAN MANUEL RODRIGUEZ	\$ 150.00	ENCLOSED AREA CLEANING DEP
47928	6/27/2025	SIGNMAX	\$ 445.75	CUSTOM SIGN
			\$ 272.39	CUSTOM SIGN
		Check Total:	\$ 718.14	
47929	6/27/2025	STATE WATER RESOURCES	\$ 30.00	T1 TEST ALBERTO VERDUZCO
47930	6/27/2025	STATE FOODS SUPERMARK	\$ 39.95	SENIOR CTR-SUPPLIES
47931	6/27/2025	STEVE DOVALI CONSTRUCC	\$ 151,184.90	LAS DELTAS WATER SYSTEM
47932	6/27/2025	TECH MASTER MANAGEMI	\$ 50.00	FIRE DEPT PEST CONTROL
47933	6/27/2025	USA BLUEBOOK	\$ 1,064.93	CONNECTION/REPAIR KIT
47934	6/27/2025	VESTIS	\$ 120.20	SHOP
			\$ 144.29	SHOP
			\$ 70.45	COMMUNITY CENTER
			\$ 134.17	SHOP
			\$ 140.92	SHOP
			\$ 31.95	CITY HALL
			\$ 50.32	SENIOR CENTER
			\$ 70.45	COMMUNITY CENTER
			\$ 122.73	SHOP
		Check Total:	\$ 885.48	
47935	6/30/2025	CORBIN WILLITS SYSTEMS	\$ 1,346.91	ADMINISTRATION C/W SERVICE
47936	6/30/2025	DATA TICKET INC.	\$ 76.00	DELINQUENT COLLECTIONS
47937	6/30/2025	CITY OF FIREBAUGH	\$ 61,901.98	ME CHECK JUNE 2025
47938	6/30/2025	TELSTAR INSTRUMENTS	\$ 330.00	WTP SERVICES 6/12/25

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS JUNE 1, 2025- JUNE 30, 2025

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
47939	6/30/2025	DATAPATH	\$ 5,994.09	MONTHLY BILLING JUNE 2025
47940	6/30/2025	LUIS VALDEZ	\$ 150.00	WORK BOOTS PER MOU
47941	6/30/2025	VANIR CONSTRUCTION MA	\$ 1,400.00	PROFESSIONAL SERVICES APRIL
			\$ 2,762.30	PROFESSIONAL SERVICES MAY
		Check Total:	\$ 4,162.30	
		Cash Account Total:	\$ 1,392,697.43	
		Total Disbursements:	\$ 1,392,697.43	



TO: Mayor Freddy Valdez and Council Members
FROM: Pio Martin, Finance Director
DATE: July 21, 2025
SUBJECT: Resolution No. 25-24

RECOMMENDATION:

Council Review and Approve Resolution No. 25-24.

BACKGROUND:

City of Firebaugh is a member of Central San Joaquin Valley Risk Management Authority (CSJVRMA). CSJVRMA provides coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers compensation and property damage. This amendment updates the agreement originally dated July 1, 1994, with the revised terms effective as of July 1, 2025. For your review, we have provided a redline version highlighting the revisions, along with a final, conformed copy for your convenience.

FISCAL IMPACT:

NONE

RESOLUTION NO. 25-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL
SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY**

WHEREAS, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

WHEREAS, the City of Firebaugh is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHEREAS, the City of Firebaugh is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED, that the City Council of City of Firebaugh approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is **FURTHER RESOLVED**, that the City Manager/Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this 21 day of July, 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Freddy Valdez, Mayor

Olga Flores, Acting Deputy City Clerk

CENTRAL SAN JOAQUIN VALLEY
RISK MANAGEMENT AUTHORITY
JOINT POWERS AGREEMENT
AS AMENDED JULY 1, ~~1994~~ 2025

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT
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Joint Powers Agreement
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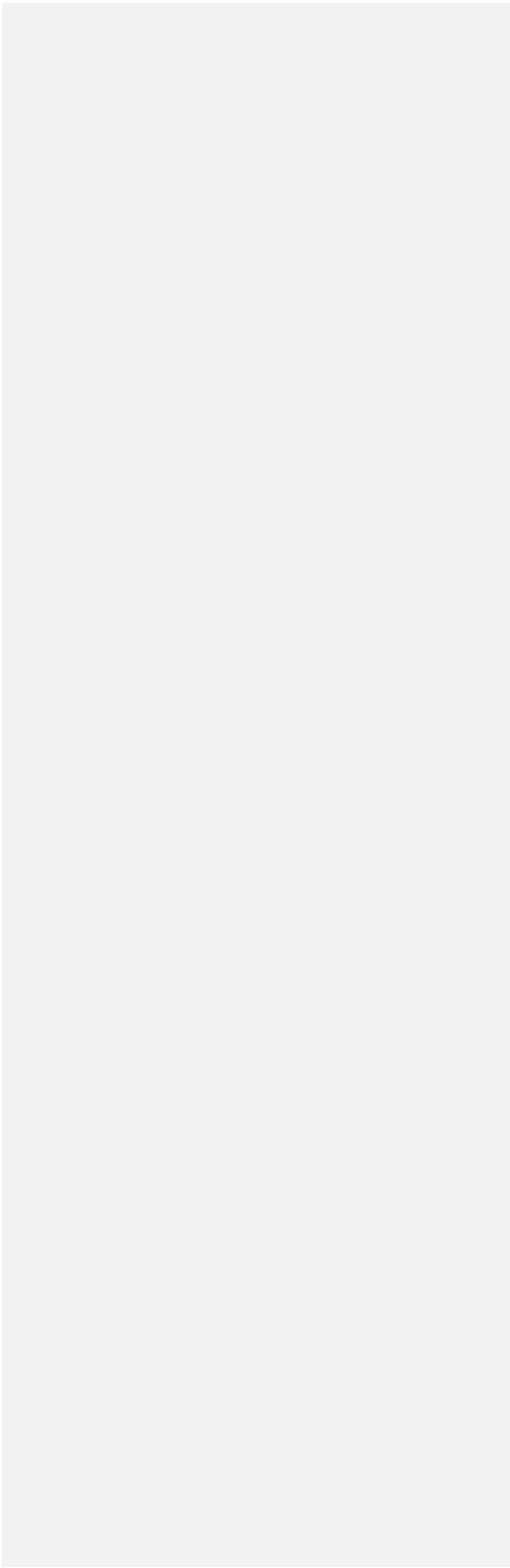
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~¹⁹⁹⁴, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 ~~and July 1, 1994~~ by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~¹⁹⁹⁴, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

"Administrator" shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

"Agreement" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"Authority" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"Board of Directors" or **"Board"** shall mean the governing body of the **Authority**.

"Broker" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"Claims" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"Deposit Premium" shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. ~~those funds charged for the purpose of self-insured coverage.~~

"Executive Committee" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased **insurance**.

"Joint Protection Programs" shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the Executive Committee ~~participating Member Cities~~, ~~containing the provisions setting forth the operations, policies, and provisions~~ of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, ~~normally the City Manager/Administrator of the Member City, who has been~~ designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure area without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this Agreement is to provide joint powers common to each ~~Member City~~ for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities ~~desiring to become parties to the Agreement.~~

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. ~~Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.~~ A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. ~~Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.~~
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

A. ~~The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~ncur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~except as otherwise provided;

3. ~~to~~ ~~Assess Member Cities as deemed appropriate for good cause as determined by the Executive Committee;~~
4. ~~to~~ ~~Acquire, hold, or dispose of real and personal property;~~
5. ~~to~~ ~~Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;~~
6. ~~to~~ ~~Sue and be sued in its own name;~~
7. ~~to~~ ~~Employ agents and employees;~~
8. ~~to~~ ~~Acquire, construct, manage, and maintain buildings;~~
9. ~~to~~ ~~Lease real or personal property, including property that of a Member City; and~~
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The ~~Executive Committee~~ shall ~~determine~~ ~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

Commented [JW1]: Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. ~~As soon as possible after each meeting, copies of the minutes shall be forwarded to each Member City.~~

A majority of the members of the **Board** is a quorum for the transaction of business. ~~However, less than a quorum may adjourn from time to time.~~ A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. ~~The Board~~ may delegate any and all of its authority to the **Executive Committee** except the following:

1. ~~Amendments to~~ ~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. ~~To creation of~~ any new **Joint Protection Program**;
3. ~~To termination of~~ ~~ae~~ any **Joint Protection Program**;
4. ~~To expulsion of~~ a **Member City**;
5. ~~To adoption of~~ an operating budget for the **Authority**;
6. ~~To change or revise~~ ~~Amendments to~~ the **Authority's** Conflict of Interest Code; and
7. ~~To A~~ ~~authorization for~~ ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. ~~The Executive Committee~~ shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority. shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The **Treasurer** and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

Commented [JR2]: Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII JOINT PROTECTION PROGRAMS

- ~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- ~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve

to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The ~~funds treasurer~~ shall ~~be invested and reinvest the funds~~ in compliance with the **Authority's** Investment Policy and ~~relevant State laws, and in the same manner as if they were Member City funds.~~

Commented [JR3]: This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

Commented [JR4]: The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items** as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI FUNDING AND PROCEDURES FOR CALCULATING ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program-services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
 7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. establish a risk management advisory committee to work with the risk manager of the **Authority**;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums**, **deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.
- The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**.- Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

A- The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"**Administrator**" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"**Agreement**" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"**Authority**" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"**Board of Directors**" or "**Board**" shall mean the governing body of the **Authority**.

"**Broker**" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"**Claims**" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"**Deposit Premium**" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"**Executive Committee**" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased insurance.

"Joint Protection Programs" shall mean any program to provide risk sharing or insurance coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess insurance to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
**FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS**

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF AUTHORITY

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX
WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____

MEMBER CITY

BY: _____



TO: Mayor Freddy Valdez and City Council Members

FROM: Michael Molina, Public Works Director

DATE: July 21, 2025

SUBJECT: Public Works Staff Report

Water/Wastewater

Operations Department has been working on the following:

1. Day to day operation of treatment plants.
2. Working on dog pound pad at sewer plant.
3. Assisting Contractor on Beehive storm drain pump.
4. Clean up around solar panels.

Streets

Streets Department has been working on the following:

1. Cleaning up alleys around town.
2. Patching pot holes on 12th Street and Nees.
3. Painting streets on the south side of town.
4. Repairing Walk ways at Rodeo Grounds for the bleachers.

Parks

Parks Crew has been working on the following:

1. Repairing Sprinklers at Parkers Park.
2. Painting announcer booth at Rodeo Grounds.
3. Repairing sprinklers at Dunkle Park

City Projects

1. The P Street water/sewer line project is done.
2. Q Street storm drain construction has begun.
3. Had a delay in the VFD at Maldonado Park, per electrician it should be up and running normal week of 07/21/25.
4. Sweeper is moving along and will be sweeping again on 07/21/25.



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: July 21, 2025 - Council Meeting

We have been preoccupied with summer school presentations over the past week. Summer Camp coordinated a visit to deliver a water safety presentation to the children. Additionally, we were contacted by the Bailey Summer School to arrange a field excursion to visit our new fire department. Our department members take great pride in showcasing our new fire department and apparatus, as well as expressing the significant progress we have made over the years.

Over the course of the year, our fire department has expanded its membership to 21 members and 7 cadets. This summer, Firefighter Anthony Paredes will attend Fresno City College's Fire Academy. For the past five years, Firefighter Paredes has volunteered with our fire department.

