

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

**Tuesday, October 8, 2019
5:30 P.M**

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerks Office at (559) 992-2151.

Public Comment: Members of the audience may address the Council on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall walk to the rostrum, state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

Consent Calendar: All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

ROLL CALL

Mayor:	Sidonio "Sid" Palmerin
Vice Mayor:	Patricia Nolen
Council Member:	Raymond Lerma
Council Member:	Jerry Robertson
Council Member:	Jeanette Zamora-Bragg

INVOCATION

FLAG SALUTE

1. **PUBLIC DISCUSSION**

2. **CONSENT CALENDAR (VV)**

- 2-A. Approval of minutes of the meeting of the City Council on September 10, 2019.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Ratify Resolution No. 3001 authorizing the Mayor to execute Program Supplement Agreement No. F004 to Administering Agency-State Master Agreement No. 06-5223F15 for Project CML-5223(017).
- 2-D. Approve the City of Corcoran Police Headquarters Modular Building-Notice of Completion and approve Resolution No. 3002.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated October 8, 2019. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS**

- 4-A. Presentation by the Kings County Elections Department regarding their new polling equipment. *(Spain)*

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Consider Resolution No. 3003 authorizing the use of and Alliant Crime Program policy in lieu of a surety bond for City officials. *(Meik) (VV)*
- 7-B. Provide direction on policy regarding water waste and water violations. *(Meik) (VV)*
- 7-C. Consider advertisement to fill the vacancy of Alternate Planning Commissioner. *(Spain) (VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Information Items
- 8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 8-C. Committee Reports

9. **CLOSED SESSION**

9-A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:

Number of potential cases: One case.

9-B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

Property: 1031 Chittenden Ave.

Agency negotiator: City Manager

Negotiating parties: _____

Under negotiation: Price/Terms

9-C. CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: Sidonio Palmerin, Mayor
- Name of employee organization: _____
- Position title(s) of unrepresented employee(s): City Manager.

10. ADJOURNMENT

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on October 4, 2019.



Marlene Spain, City Clerk

**MINUTES
CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY**

Tuesday, September 24, 2019

The regular session of the Corcoran City Council was called to order by Mayor Palmerin, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:29 P.M.

ROLL CALL

Councilmembers present: Raymond Lerma, Patricia Nolen, Sidonio Palmerin, Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present: Joseph Faulkner, Ken Jorgensen, Kindon Meik, Soledad Ruiz-Nuñez, Reuben Shortnacy, Kevin Tromborg and Marlene Spain

Press present: Tina Botill, "The Corcoran Journal"

INVOCATION

Invocation was presented by Palmerin.

FLAG SALUTE

The flag salute was led by Nolen.

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR**

Following Council discussion a **motion** was made Lerma and seconded Robertson to approve the Consent Calendar. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

3. **APPROPRIATIONS**

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Robertson to approve the Warrant Register for September 24, 2019. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS**

5-A. Public hearing to discuss and obtain public comments regarding Transit Fares was declared open at 5:33 p.m. Mr. Tromborg presented the staff report. There were no written or oral testimonies. The hearing was closed at 5:37 p.m. The second public hearing will continue at the November 12, 2019 meeting.

6. **WRITTEN COMUNICATIONS** – None

7. **STAFF REPORTS**

7-A. Following Council discussion a **motion** was made by Lerma seconded by Nolen to approve the Cesar Chavez Park lease agreement with Corcoran Joint Unified School District. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

7-B. Following Council discussion a **motion** was made by Zamora-Bragg seconded by Robertson to approve the request by the Corcoran Christmas Tree Committee to install the Annual Christmas Tree on Whitley and Chittenden Avenues and to sponsor the insurance coverage for the activates of harvesting, erecting, decorating and removal of the tree. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg

NOES:

ABSENT:

8. **MATTERS FOR MAYOR AND COUNCIL**

8-A. Council received information items.

8-B. Staff received referral items.

8-C. Committee reports.

CLOSED SESSION

At 5:58 p.m. Council recessed to closed session pursuant to:

9. CLOSED SESSION

9-A. THREAT TO PUBLIC SAFETY

With respect to every item of business to be discussed in closed session pursuant to Sections 54957 of the Government Code:

Consultation with: Corcoran Police Department:
Police Chief Reuben Shortnacy
Deputy Police Chief Gary Cramer

9-B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:

Number of potential cases: One case.

9-C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case: Alicia Gomez vs. City of Corcoran
and
Name of Case: Benito Burnias vs. City of Corcoran

9-D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

Property: 1031 Chittenden Ave.

Agency negotiator: City Manager

Negotiating parties: _____

Under negotiation: Price/Terms

9-E. PERSONNEL (Government Code § 54957(b)). It is the intention of this governing body to meet in closed-session to:

Consider the discipline, dismissal or release of a public employee.

Hear complaints or charges against a public employee.

City Engineer _____

Consider public employee appointment/employment for the position of:

Consider public employee performance evaluation for the position of:

9-F. CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:

- Designated representatives: Sidonio Palmerin, Mayor
- Name of employee organization: _____
- Position title(s) of unrepresented employee(s): City Manager.

The regular meeting was reconvened at 8:16 p.m. Action on the closed session items is noted as follows:

9-B. A motion was made by Robertson seconded by Palmerin to reject Government Code Claim submitted to the City by Cutrimade Dairy, Inc. and Benjamin Curti. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

9-D. Direction was given to the City Manager in regard to negotiations relating to real property located at 1031 Chittenden Ave.

9-E. A motion was made by Robertson seconded by Lerma to approve Resolution No. 3000 authorizing dismissal of City Engineer, QK Inc. and to commence retention of new City Engineer. Motion carried by the following vote:

AYES: Lerma, Nolen, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

ADJOURNMENT

8:20 P.M.

Sid Palmerin, Mayor

Marlene Spain, City Clerk

APPROVED DATE: _____

City of

CORCORAN

FOUNDED 1914

Public Works Department

**STAFF REPORT
ITEM #: 2-C**

MEMO

TO: Corcoran City Council

FROM: Joseph Faulkner, Public Works Director

DATE: October 2, 2019

MEETING DATE: October 8, 2019

**SUBJECT: CONSIDERATION OF PROGRAM SUPPLEMENT AGREEMENT NO.
F004 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO.
06-5223F15**

Recommendation:

Ratify Resolution 3001 authorizing the Mayor to execute Program Supplement Agreement No. F004 to Administering Agency-State Master Agreement No. 06-5223F15 for Project CML-5223(017).

Discussion:

Federal Congestion Mitigation and Air Quality (CMAQ) funds have been programmed by Kings County Association of Governments for many projects that reduce mobile source emissions and are important for improving air quality and meeting federal air quality standards.

A pedestrian improvement project was programed for Corcoran this 18/19 year. This project will consist of a pedestrian warning system coupled with lane improvements to shorten a pedestrian's exposure to vehicles.

Budget Impact:

There is an 11.47% local match requirement, budget impact is unknown at this time.

RESOLUTION NO. 3001

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
APPROVING PROGRAM SUPPLEMENT NO. F004 TO ADMINISTERING AGENCY-
STATE MASTER AGREEMENT NO. 06-5223F15 FOR PROJECT CML-5223(017)**

WHEREAS, the City and the State have entered into Administering Agency-State Master Agreement for Federal Aid Projects No. 60-5223F15; and

WHEREAS, Program Supplement No. F004 to the Administering Agency-State Master Agreement for Federal Aid Projects No. 60-5223F15 designates the State funds requested and the matching funds to be provided by the City of Corcoran for Pedestrian Safety Improvement CML-5223(017) ; and

WHEREAS, the City of Corcoran is eligible to receive State funds.

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

1. Approves Exhibit A attached, entitled "Program Supplement Agreement No. F004, to Administering Agency-State Master Agreement for Federal-Aid Projects No. 60-5223F15 ".
2. Appoints the Mayor as the official representative authorized to sign the Program Supplement Agreement.

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran, California, at a meeting held on the 24th day of September, 2019, by the following vote of the members thereof:

AYES: Lerma, Nolem, Palmerin, Robertson and Zamora-Bragg

NOES:


ABSENT:

APPROVED:



Sidonio "Sid" Palmerin, Mayor

ATTEST:


Marlene Spain, City Clerk

PROGRAM SUPPLEMENT NO. F004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5223F15

Adv Project ID **Date:** September 16, 2019
0619000188 **Location:** 06-KIN-0-CRCN
 Project Number: CML-5223(017)
 E.A. Number:
 Locode: 5223

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

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

PROJECT LOCATION: Diary Ave between Sherman and Whitney

TYPE OF WORK: Pedestrian Walkway

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$90,743.00	LOCAL	OTHER
\$102,500.00			\$11,757.00	\$0.00

CITY OF CORCORAN

By Sidonio Palmerin
Title Mayor
Date September 24, 2019
Attest *Sidonio Palmerin*

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

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

Accounting Officer *[Signature]*

Date 9/19/19 \$90,743.00

SPECIAL COVENANTS OR REMARKS

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

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

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

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

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

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

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

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

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

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

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

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

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

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

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

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

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

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

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

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

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

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

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

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

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

06 City of Corcoran

District Administering Agency

Agreement No. 06-5223F15

This AGREEMENT, is entered into effective this 24th day of September, 20 ¹⁹, by and between City of Corcoran, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

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

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

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

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

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

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

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

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

ARTICLE VII - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

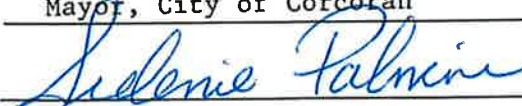
City of Corcoran

By _____

By Sidonio Palmerin

Mayor, City of Corcoran

Chief, Office of Project Implementation
Division of Local Assistance



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

Date _____

Date September 24, 2019

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

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

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

5. Remedies for Willful Violation:

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

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

EXHIBIT B

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

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

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

APPENDIX A TO EXHIBIT B

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

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

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

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

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

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

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

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

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

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

APPENDIX C TO EXHIBIT B

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO EXHIBIT B

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

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

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

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

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

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

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

(Include in deeds)*

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

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

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

CONSENT CALENDAR ITEM #: 2-D

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 2, 2019

MEETING DATE: October 8, 2019

SUBJECT: Approve the City of Corcoran Police Headquarters Modular Building - Notice of Completion and approve Resolution No. 3002

Recommendation:

Staff requests that the City Council accept the City of Corcoran Police Headquarters Modular Building as being complete and authorize the City Clerk to record the Notice of Completion along with Resolution No. 3002.

Discussion:

At the November 28, 2017 meeting, the City Council authorized staff to solicit bids for the City of Corcoran Police Headquarters Modular Building. The contract was awarded to Accelerated Modular Concepts, Inc. at the February 13, 2019 meeting.

Contract Amount	\$4,362,186.00
Change Orders:	\$376,004.09
Final Contract Amount:	\$4,738,190.09

Budget Impact:

No budget impact to record the Notice of Completion.

City Offices

RESOLUTION NO. 3002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ACCEPTING THE CITY OF CORCORAN
POLICE HEADQUARTERS MODULAR BUILDING COMPLETED BY
ACCELERATED MODULAR CONCEPTS, INC.**

RESOLVED by the City Council of the City of Corcoran that:

WHEREAS, the City of Corcoran Police Headquarters Modular Building completed by Accelerated Modular, Inc. have been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corcoran, that the work is accepted by the City of Corcoran; and,

RESOLVED FURTHER that the City Clerk is hereby authorized and directed to execute and record concurrently herewith "Notice of Completion" with respect to the work completed.

RESOLVED FURTHER that the City Clerk is authorized and directed to record said Notice in the Office of the Kings County Recorder when fully executed and notarized.

I hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran, California, at a meeting held on the 8th day of October, 2019, by the following vote of the members thereof:

AYES:

NOES:

ABSENT:

APPROVED: _____
Sidonio "Sid" Palmerin, Mayor

ATTEST: _____
Marlene Spain, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, Marlene Spain, City Clerk of the City of Corcoran, hereby certify that this is a full, true and correct copy of Resolution No. 3002 duly passed by the City Council of the City of Corcoran at a regular meeting thereof held on the 8th day of October, 2019, by the vote as set forth therein.

DATED: October 8, 2019

ATTEST:

Marlene Spain, City Clerk

PUBLIC AGENCY ACKNOWLEDGEMENT

**STATE OF CALIFORNIA)
COUNTY OF KINGS) ss.
CITY OF CORCORAN)**

On October 8, 2019 before me, Marlene Spain, City Clerk, personally appeared Sidonio Palmerin, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Marlene Spain, City Clerk

[seal]

RECORDING REQUESTED
AND RETURN TO:

City of Corcoran
832 Whitley Avenue
Corcoran, CA 93212

This instrument benefits City of Corcoran only.
No fee required per Govt. Code 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the City of Corcoran, California, a Municipal Corporation, whose address is 832 Whitley Avenue, Corcoran, California, is the owner of the real property, public works or structure hereinafter described.
2. That on the 8th day of October, 2019, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Division 2, Part 3, Chapter 1, Article 4, of the Public Contract Code applies.
3. That the name of the contractor who performed said work of improvement pursuant to such contract with the City of Corcoran is Accelerated Modular Concepts, Inc. whose address is 14252 St. Andrews Drive Suit #7, Victorville CA, 92395 and that Philadelphia Indemnity Insurance Company is the surety on said contract.
4. That the real property or public work or structure is described as follows:
911 Hanna Ave, Corcoran CA, 93212
5. That the nature of the owner's interest or estate is in fee.
6. That Resolution No. 3002 authorizing acceptance of construction of said project, is attached.

Dated: _____, 2019

City of: Corcoran
A Municipal Corporation

By: _____
Marlene Spain, City Clerk

STATE OF CALIFORNIA)
)ss
COUNTY OF KINGS)

Marlene Spain, City Clerk and agent of the City of Corcoran, being first sworn, deposes and says that she is the duly appointed, qualified and acting City Clerk of the City of Corcoran; that she has read said notice of completion and knows the contents thereof, and that the same is true of her own knowledge; that she makes this affidavit for and on behalf of the City of Corcoran.

By: _____
Marlene Spain, City Clerk

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

STATE OF CALIFORNIA)
)ss
COUNTY OF KINGS)

Subscribed and sworn (or affirmed) to before me on this _____ day of _____,
by Marlene Spain, who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal.

Notary Public in and for the County of Kings, State of California

Commission Expiration Date

.....

Attached to Notice of Completion for Corcoran Municipal project:

City of Corcoran Police Headquarter Modular Building

(Insert name of project on line above)

#1

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 09/25/2019 - 10:50AM
Warrant Request Date: 9/25/2019
DAC Fund:

Batch: 00523.09.2019 - Wrnt Rgstr Mnl 10/08/19 FY

Line	Claimant	Amount
1	City of Corcoran	21.30
2	City of Corcoran	169.98
3	Frontier Communications	118.49
4	HUB International	239.56
5	John Harris	248.00
6	Law & Associates Investigations	2,400.00
7	PG&E	29.78
8	PG&E	447.16
9	Steven Chee	248.00
10	The Gas Company	14.79

Page Total: \$3,937.06

Grand Total: \$3,937.06

Page Total: \$3,937.06

Accounts Payable Voucher Approval List

User: spineda
 Printed: 09/25/2019 - 10:51AM
 Batch: 00523.09.2019 - Wmt Regstr Mnl 10/08/19 FY 20



Warrant Date	Vendor	Description	Account Number	Amount
9/25/2019	City of Corcoran	TRNG/ PER DIEM/ LUNCH S BARBOZA	104-421-300-270	24.00
9/25/2019	City of Corcoran	FOOD DURING PD MOVE-SUBWAY	104-421-300-210	85.98
9/25/2019	City of Corcoran	UNIT CAR WASH -PD	104-421-300-260	50.00
9/25/2019	City of Corcoran	CELL PHONE CASE-K TROMBORG REIMB	104-406-300-210	19.47
9/25/2019	City of Corcoran	POSTAGE	104-432-300-152	1.83
9/25/2019	Frontier Communications	ACCT#55999212650917185-	120-435-300-220	118.49
9/25/2019	HUB International	CERT OF LIAB-VETS HALL USE 7/12/19	104-000-362-085	139.46
9/25/2019	HUB International	CERT OF LIAB-VETS HALL USE 7/20/19	104-000-362-085	130.10
9/25/2019	John Harris	P ERDIEM CAHN CONF 9/30-10/4/19	104-421-300-270	248.00
9/25/2019	Law & Associates Investigations	BACKGROUND SERVICES	104-421-300-200	2,490.00
9/25/2019	PG&E	ACCT#3357250173-3	104-000-120-022	447.16
9/25/2019	PG&E	ACCT#1056173633-0	301-430-300-316	29.78
9/25/2019	Steven Chee	ICI TRAINING PER DIEM 9/30-10/4/19	104-421-300-270	248.00
9/25/2019	The Gas Company	ACCT#11484795064	138-419-300-206	14.79

Warrant Total: 3,937.06

#2

Accounts Payable Blanket Voucher Approval Document



User: spineda
Printed: 10/03/2019 - 2:21PM
Warrant Request Date: 10/8/2019
DAC Fund:

Batch: 00511.10.2019 - Wmnt Rgstr 10/08/19 FY 201

Line	Claimant	Amount
1	California Police Chiefs Association	440.00
2	Corcoran Irrigation District	5,130.00
3	High Desert Wireless Broadband	1,159.19
4	Sidonio Palmerin	61.13
5	State Wate Resource Control Board	270.00
Page Total:		\$7,060.32
Grand Total:		\$7,060.32

Page Total: \$7,060.32

Accounts Payable Voucher Approval List

User: spineda
 Printed: 10/03/2019 - 2:22PM
 Batch: 00511.10.2019 - Wmnt Rgstr 10/08/19 FY 2019



Warrant Date	Vendor	Description	Account Number	Amount
10/8/2019	California Police Chiefs Association	MEMBERSHIP RENEWAL / R. SHORTNANCY	104-421-300-170	440.00
10/8/2019	Corcoran Irrigation District	MAINT & REPAIR -SEWAGE LEAK INTO CANAL SOUTH OF W 120-435-300-140		5,130.00
10/8/2019	High Desert Wireless Broadband	NEW PD UNIT DECALS UNIT#267	104-421-300-260	1,159.19
10/8/2019	Sidonio Palmerin	GEN MEMBERSHIP MEETING 6/13/19	104-401-300-270	2.06
10/8/2019	Sidonio Palmerin	KINGS WASTE & RECYCLE AUTHOR BOARD 5/29/19	104-401-300-270	17.71
10/8/2019	Sidonio Palmerin	KINGS COUNTY ASSOC OF GOV 6/26/19	104-401-300-270	22.36
10/8/2019	State Waste Resource Control Board	ENFORCEMENT ACTIVITIES 7/1/18-6/30/19	105-437-300-160	270.00

Warrant Total: 7,060.32

Accounts Payable

Blanket Voucher Approval Document



User: spineda
Printed: 10/03/2019 - 3:26PM
Warrant Request Date: 10/8/2019
DAC Fund:

Batch: 00501.10.2019 - Wrnt Rgstr 10/08/19 FY 202

Line	Claimant	Amount
1	661 Communications	59,834.94
2	Action Equipment Rentals	864.40
3	Alameda County Sheriffs Office	1,031.00
4	Alameda Electrical Distributors Inc	390.48
5	Amtrak	1,625.00
6	Amtrak	1,625.00
7	Amtrak	1,625.00
8	Auto Zone, Inc.	341.06
9	Az Auto Parts	1,132.37
10	Becky Arroyo	200.00
11	Bob Barker Company, Inc	784.74
12	BSK Associates	1,008.00
13	Burlingame Engineers, Inc.	20.79
14	C. A. Reding Company, Inc	68.85
15	California Industrial Rubber	1,455.06
16	Carlos Andrade	156.00
17	Caves & Associates	510.00
18	CDW-Government, Inc	10,391.87
19	Chemical Waste Management Inc	2,003.37
20	Circle T Farms Inc	1,800.00
21	City of Avenal	4,146.38
22	City of Corcoran	273.12
23	Corcoran Hardware	27.36
24	Corcoran Heating & Air	4,954.00
25	Corcoran Publishing Company	921.00
26	Covanta Energy, LLC	164.25
27	Daniel McAlister	248.00
28	Daniel McAlister	248.00
29	Data Ticket Inc	978.00
30	Direct Distributing, Inc.	343.96
31	Evident Crime Scene Products	213.91
32	Farley Law Firm	34,454.20
33	Ferguson Enterprises, Inc	1,615.94
34	Frontier Communications	68.81
35	Galindo Farms Discing	340.00
36	Garton Tractor Inc	4.74
37	Gonzalez Lawn Service	150.00
38	Hopkins Technical Products	1,996.26
39	HUB International	499.56
40	Jorge Lopez	1,485.00
41	Joseph Faulkner	161.00
42	Kemble Hydro Tech Inc	7,677.93
43	Kings County Mobile Locksmith	70.03
44	Kings County Planning Agency	8,418.38
45	Kings Waste & Recycling	15,000.00
46	Kreel & Company Painting	7,998.00

47	League of California Cities	75.00
48	LexisNexis Risk Data Management, Inc.	150.00
49	Maria Solorzano	21.61
50	Nacho's Automotive	199.00
51	Nutrien AG Solutions, Inc.	160.88
52	PAPA	80.00
53	PG&E	4,827.74
54	Proclean Supply	1,406.12
55	ProForce Law Enforcement	3,635.78
56	Pumping Solutions, Inc	100.19
57	Quad Knopf, Inc.	3,027.14
58	Quality Pool Service	3,292.51
59	RMA GeoScience	3,554.50
60	SHI International Corp.	198.28
61	Shyam Bhaskar, MD	120.00
62	Sidonio Palmerin	156.59
63	SJVAPCD	129.00
64	State Water Resources Control	90.00
65	T&T Valve and Instruments, Inc.	2,383.83
66	TF Tire & Service	316.42
67	The Gas Company	5.26
68	Turnupseed Electric Svc Inc	264.18
69	Univar USA Inc	4,469.66
70	US Bank Equipment Finance	146.79
71	USA Blue Book	2,461.14
72	Verizon Wireless	1,330.11
73	Wells Fargo Bank, N.A.	759.20
74	WEX BANK	13,303.34
75	Wood Rogers, Inc.	1,013.75

Page Total: \$47,678.02

Grand Total: \$227,003.78

Page Total: \$47,678.02

Accounts Payable Voucher Approval List

User: spineda
 Printed: 10/03/2019 - 3:28PM
 Batch: 00501.10.2019 - Wrrnt Rgstr 10/08/19 FY 2020



Warrant Date	Vendor	Description	Account Number	Amount
10/8/2019	661 Communications	RADIO WORK FOR NEW PD	315-421-300-200	1,284.06
10/8/2019	661 Communications	RADIO & TOWER WORK FOR NEW PD	315-421-300-200	58,550.88
10/8/2019	Action Equipment Rentals	CANOPY 20 X 60 NEW PD DEDICATION	315-421-300-200	864.40
10/8/2019	Alameda County Sheriffs Office	TRAINING /D MCALISTER	104-421-300-270	1,031.00
10/8/2019	Alameda Electrical Distributors Inc	BULBS	104-432-300-210	390.48
10/8/2019	Antrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50
10/8/2019	Antrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50
10/8/2019	Antrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50
10/8/2019	Antrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50
10/8/2019	Antrak	TICKETS/ 125 CORC TO HANF	145-410-300-292	812.50
10/8/2019	Antrak	TICKETS/ 125 HANF TO CORC	145-410-300-292	812.50
10/8/2019	Auto Zone, Inc.	SERVICE UNIT#250	105-437-300-260	12.10
10/8/2019	Auto Zone, Inc.	REPAIR ITEMS FOR UNIT#191	104-421-300-260	72.52
10/8/2019	Auto Zone, Inc.	SERVICE UNIT#249	120-435-300-260	12.10
10/8/2019	Auto Zone, Inc.	CAR WASH SUPPLIES	104-421-300-260	28.99
10/8/2019	Auto Zone, Inc.	SERVICE UNIT#258	105-437-300-260	12.10
10/8/2019	Auto Zone, Inc.	REPAIR ITEMS FOR UNIT#267	104-421-300-260	26.82
10/8/2019	Auto Zone, Inc.	SERVICE UNIT#249	104-412-300-260	176.43
10/8/2019	Az Auto Parts	MAINT PARTS FOR UNIT#197	104-421-300-260	81.84
10/8/2019	Az Auto Parts	DEPT SUPPLIES	104-433-300-210	43.86
10/8/2019	Az Auto Parts	DEPT SUPPLIES	104-433-300-210	11.56
10/8/2019	Az Auto Parts	DEPT SUPPLIES	104-433-300-210	29.40
10/8/2019	Az Auto Parts	MAINT PARTS FOR UNIT#202	104-421-300-260	27.53
10/8/2019	Az Auto Parts	MAINT PARTS FOR UNIT#265	104-421-300-260	19.39
10/8/2019	Az Auto Parts	WELL 9-GENERATOR BATTERY	105-437-300-140	685.30
10/8/2019	Az Auto Parts	MAINT PARTS FOR UNIT#266	104-421-300-260	19.39
10/8/2019	Az Auto Parts	EQUIPT REPAIR: BELT-MULE UNIT#194	105-437-300-140	49.71
10/8/2019	Az Auto Parts	BUS#169 AIR FILTER	145-410-300-260	164.39
10/8/2019	Becky Arroyo	Vets Hall Use 10/5/19-Deposit Refund	104-000-362-085	200.00
10/8/2019	Bob Barker Company, Inc	JAIL MATTRESS	104-421-300-148	784.74
10/8/2019	BSK Associates	QUANTI TRAY/ARSENIC/NITRATE	105-437-300-200	60.00

10/8/2019	BSK Associates	QUANTI TRAY/ TOTAL COLIFORM/ ECOLI	105-437-300-200	153.00
10/8/2019	BSK Associates	PLANT INF/ EFF/ LAGOON	120-435-300-200	234.00
10/8/2019	BSK Associates	QUANTI TRAY/ TOTAL COLIFORM/ ECOLI	105-437-300-200	153.00
10/8/2019	BSK Associates	QUANTI TRAY/ ARSENIC/NITRATE	105-437-300-200	60.00
10/8/2019	BSK Associates	QUANTI TRAY/ TOTAL COLIFORM/ ECOLI	105-437-300-200	153.00
10/8/2019	BSK Associates	QUANTI TRAY/ ARSENIC/NITRATE	105-437-300-200	90.00
10/8/2019	BSK Associates	QUANTI TRAY/ ARSENIC/NITRATE	105-437-300-200	60.00
10/8/2019	BSK Associates	QUANTI TRAY/ ARSENIC/NITRATE	105-437-300-200	45.00
10/8/2019	Burlingame Engineers, Inc.	FLG SPACER RING	105-437-300-140	20.79
10/8/2019	C. A. Reding Company, Inc	COPIER LEASE/DEPOT	145-410-300-180	68.85
10/8/2019	California Industrial Rubber	EQUIPT MAINT: ACCESSORIES FOR PUMP STA.	120-435-300-140	1,455.06
10/8/2019	Carlos Andrade	PER DIEM/ BASIC SWAY ACADEMY 10/28-30/19	104-421-300-270	156.00
10/8/2019	Caves & Associates	NEGOTIATIONS OCT 2019	104-402-300-200	5,000.00
10/8/2019	CDW-Government, Inc	PD COMPUTERS	315-421-300-200	10,391.87
10/8/2019	Chemical Waste Management Inc	SLUDGE REMOVAL	105-437-300-193	2,003.37
10/8/2019	Circle T Farms Inc	BLDG DEMO/ NE PD SITE	315-421-300-200	1,800.00
10/8/2019	City of Avenal	AC SVC AGREEMENT AVENAL CORCORAN AUG 2019	104-421-300-203	4,146.38
10/8/2019	City of Corcoran	2410 BELL SERVICES	301-430-300-316	46.08
10/8/2019	City of Corcoran	1630 BREWER SERVICES	301-430-300-316	103.86
10/8/2019	City of Corcoran	418 BENRUS SERVICES	301-430-300-316	66.08
10/8/2019	City of Corcoran	1914 ESTES SERVICES	301-430-300-316	57.10
10/8/2019	Corcoran Hardware	PD SUPPLIES	104-421-300-210	27.36
10/8/2019	Corcoran Heating & Air	REPAIR OF A/C @ 418 BENRUS	301-430-300-200	468.00
10/8/2019	Corcoran Heating & Air	REPLACE OF HVAC UNIT	301-430-300-200	4,100.00
10/8/2019	Corcoran Heating & Air	REPAIR A/C--24434 6 1/2	301-430-300-200	386.00
10/8/2019	Corcoran Publishing Company	PUBLIC HEARING ORD 612	104-401-300-170	120.00
10/8/2019	Corcoran Publishing Company	REQUEST FOR PROPOSAL	104-401-300-170	280.00
10/8/2019	Corcoran Publishing Company	NIXLE AD 9/12 & 9/26	104-421-300-156	72.00
10/8/2019	Corcoran Publishing Company	JOURNAL SUBSCRIPTION	104-421-300-156	39.00
10/8/2019	Corcoran Publishing Company	PUBLIC NOTICE FARE CHANGE SPANISH & ENGLISH	145-410-300-170	300.00
10/8/2019	Corcoran Publishing Company	CP 1520 NORTH DAIRY -PHN	104-405-300-156	110.00
10/8/2019	Covanta Energy, LLC	EVIDENCE DESTRUCTION	104-421-300-200	164.25
10/8/2019	Daniel McAllister	BASIC SWAT ACADEMY 10/21-25/19	104-421-300-270	248.00
10/8/2019	Daniel McAllister	BASIC SWAT ACADEMY 10/25-11/1/19	104-421-300-270	248.00
10/8/2019	Data Ticket Inc	CODE ENFORCEMENT CITATION PROCESSING AUG 2019	104-406-300-200	978.00
10/8/2019	Direct Distributing, Inc.	EQUIPT MAINT & REPAIR-VALVE	105-437-300-140	146.82
10/8/2019	Direct Distributing, Inc.	EQUIPT MAINT & REPAIR-PARTS	105-437-300-140	172.16
10/8/2019	Direct Distributing, Inc.	EQUIPT MAINT & REPAIR-PARTS	105-437-300-140	24.98
10/8/2019	Evident Crime Scene Products	EVIDENCE SUPL	104-421-300-210	213.91

10/8/2019	Farley Law Firm	LEGAL EXPENSES JULY 2019	104-403-300-200	7,938.17
10/8/2019	Farley Law Firm	LIFT STATION SEPT 2019	104-403-300-200	27.00
10/8/2019	Farley Law Firm	WELL LITIGATION	105-437-300-200	26,149.03
10/8/2019	Farley Law Firm	RETAINER FEE	104-403-300-200	250.00
10/8/2019	Farley Law Firm	CITY MANAGER	104-403-300-200	90.00
10/8/2019	Ferguson Enterprises, Inc	EQUIPT MAINT& REPAIR-STOCK	105-437-300-140	40.89
10/8/2019	Ferguson Enterprises, Inc	EQUIPT MAINT& REPAIR-STOCK	105-437-300-140	609.16
10/8/2019	Ferguson Enterprises, Inc	EQUIPT MAINT& REPAIR-PARTS	105-437-300-140	931.64
10/8/2019	Ferguson Enterprises, Inc	EQUIPT MAINT& REPAIR-STOCK	105-437-300-140	34.25
10/8/2019	Frontier Communications	ACCT#55999286801122995	104-432-320-220	68.81
10/8/2019	Galindo Farms Discing	WEED ABATEMENT 1901 PATTERSON	104-406-300-198	35.00
10/8/2019	Galindo Farms Discing	MONTHLY WA 2410 BELL & 1116 SHERMAN	301-430-300-200	130.00
10/8/2019	Galindo Farms Discing	CLEAN UP OF 1914 ESTES	301-430-300-200	175.00
10/8/2019	Garton Tractor Inc	EQUIPT REPAIR: WWTP TRACTOR UNIT#92	120-435-300-140	4.74
10/8/2019	Gonzalez Lawn Service	WEED ABATEMENT 941 DORAN	104-406-300-198	150.00
10/8/2019	Hopkins Technical Products	EQUIPT MAINT -CABLES/PARTS	105-437-300-140	125.34
10/8/2019	Hopkins Technical Products	EQUIPT MAINT & REPAIRS: PUMP LABOR	105-437-300-200	240.00
10/8/2019	Hopkins Technical Products	EQUIPT MAINT & REPAIRS: PUMP LABOR	105-437-300-140	1,630.92
10/8/2019	HUB International	CERT OF LIAB FARMERS MKT 9/20/19	104-000-362-085	499.56
10/8/2019	Jorge Lopez	COMPELTION OF ENTRY PROJECT C CHAVEZ PARK	138-419-300-207	1,485.00
10/8/2019	Joseph Faulkner	PER DIEM-AWWA FALL CONF 10/20-25/19	105-437-300-270	161.00
10/8/2019	Kemble Hydro Tech Inc	EQUIPT MAINT & REPAIR-SUBMERSIBLE PUMP	120-435-300-140	3,568.58
10/8/2019	Kemble Hydro Tech Inc	EQUIPT MAINT -AERATOR MOTOR	120-435-300-140	4,109.35
10/8/2019	Kings County Mobile Locksmith	KWIKSET LOCK-BACKDOOR @ PW	104-432-300-210	70.03
10/8/2019	Kings County Planning Agency	COUNTY LOAN PAYMENTS 4/1-6/30/19	190-470-365-099	2,208.72
10/8/2019	Kings County Planning Agency	COUNTY LOAN PAYMENTS 4/1-6/30/19	193-474-365-099	3,000.00
10/8/2019	Kings County Planning Agency	COUNTY LOAN PAYMENTS 4/1-6/30/19	195-477-365-099	2,240.02
10/8/2019	Kings County Planning Agency	COUNTY LOAN PAYMENTS 4/1-6/30/19	196-478-365-099	1,230.00
10/8/2019	Kings County Planning Agency	CITY SHARE 3%	301-430-366-100	-260.36
10/8/2019	Kings Waste & Recycling	PURCHASE 2006 LOADER UNIT#273	105-437-500-540	7,500.00
10/8/2019	Kings Waste & Recycling	PURCHASE 2006 LOADER UNIT#273	120-435-500-540	3,750.00
10/8/2019	Kings Waste & Recycling	PURCHASE 2006 LOADER UNIT#273	121-439-500-540	3,750.00
10/8/2019	Kreel & Company Painting	CLEAN, PRIME, PAINT LG WTP TANK	105-437-300-140	7,998.00
10/8/2019	League of California Cities	LE OF CA CITIES SOUTH SAN JOAQ VALLEY DIV PALMERIN, 104-401-300-271	104-421-300-200	75.00
10/8/2019	LexisNexis Risk Data Management, Inc.	BACKGROUND SVC AUG 2019	104-421-300-200	150.00
10/8/2019	Maria Solorzano	UB Refund check acct#008071-000 for 2920 Whitley Ave, Corcoran	105-000-120-020	21.61
10/8/2019	Nacho's Automotive	ANNUAL SMOG TESTING UNIT 201	104-433-300-260	49.75
10/8/2019	Nacho's Automotive	ANNUAL SMOG TESTING UNIT 149	109-434-300-260	49.75
10/8/2019	Nacho's Automotive	ANNUAL SMOG TESTING UNIT 151	105-437-300-260	49.75

10/8/2019	Nacho's Automotive	ANNUAL SMOG TESTING UNIT 203	104-412-300-260	49.75
10/8/2019	Nutrien AG Solutions, Inc.	ROUND UP	105-437-300-210	160.88
10/8/2019	PAPA	REGISTRATION -PESTICIDE APP-CEU	104-412-300-270	30.00
10/8/2019	PG&E	ACCT5304135173-4	111-601-300-240	73.25
10/8/2019	PG&E	ACCT5304135173-4	111-603-300-240	9.82
10/8/2019	PG&E	ACCT5304135173-4	111-604-300-240	99.59
10/8/2019	PG&E	ACCT5304135173-4	104-412-300-240	11.04
10/8/2019	PG&E	ACCT5304135173-4	109-434-300-240	4,634.04
10/8/2019	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-210	1,138.96
10/8/2019	Proclean Supply	JANITORIAL SUPPLIES	105-437-300-210	133.58
10/8/2019	Proclean Supply	JANITORIAL SUPPLIES	120-435-300-210	133.58
10/8/2019	ProForce Law Enforcement	TASERS	114-414-300-210	3,635.78
10/8/2019	Pumping Solutions, Inc	EQUIPT MAINT & REPAIR-PARTS	105-437-300-140	100.19
10/8/2019	Quad Knopf, Inc.	SEQ 2 PLANS	104-406-300-200	850.50
10/8/2019	Quad Knopf, Inc.	SEQ 2 FINAL MAP	104-406-300-200	780.12
10/8/2019	Quad Knopf, Inc.	GIS SERVER HOSTING	104-406-300-200	230.77
10/8/2019	Quad Knopf, Inc.	PLANNING SERVICES	104-406-300-200	343.23
10/8/2019	Quad Knopf, Inc.	GIS SERVER HOSTING	104-406-300-200	230.77
10/8/2019	Quad Knopf, Inc.	PLANNING SVCS	104-406-300-200	448.20
10/8/2019	Quad Knopf, Inc.	IMPR PLANS O REILY	104-406-300-200	143.55
10/8/2019	Quality Pool Service	BULK CHLORINE	138-419-300-206	1,071.31
10/8/2019	Quality Pool Service	BULK CHLORINE	138-419-300-206	2,221.20
10/8/2019	RMA GeoScience	ENGINEERING ANALYSIS/NEW PD 7/1-8/4/19	315-421-300-200	2,241.00
10/8/2019	RMA GeoScience	SPECIAL INSPECT & TESTING	315-421-300-200	1,313.50
10/8/2019	SHI International Corp.	BLACK TONER FOR FINANCE PRINTER HP 14A	104-405-300-150	198.28
10/8/2019	Shyam Bhaskar, MD	PRE EMPLOYMENT PHYSICAL FOR K BOLLAND	104-421-300-200	120.00
10/8/2019	Sidonio Palmerin	CITY/COUNTY COORD MTG 8/28/19	104-401-300-270	50.43
10/8/2019	Sidonio Palmerin	LEAGUE OF CA CITIES LATINO CAUCUS 8/16/19	104-401-300-270	61.45
10/8/2019	Sidonio Palmerin	KING COUNTY ASSOC OF GOV 8/25/19, 7/24/19	104-401-300-270	44.71
10/8/2019	SJVAPCD	2019/20 PORTABLE EQUIPT FEES ID C3565	105-437-300-180	129.00
10/8/2019	State Water Resources Control	T-3 CERT RENEWAL J GUERRERO	105-437-300-180	90.00
10/8/2019	T&T Valve and Instruments, Inc.	EQUIPT MAINT & REPAIRS -RECLAIM TANK 1	105-437-300-140	2,383.83
10/8/2019	TF Tire & Service	TIRE REPLACEMENT UNIT#155	120-435-300-260	316.42
10/8/2019	The Gas Company	ACCT#3129529388	301-430-300-316	5.26
10/8/2019	Turnpseed Electric Svc Inc	WORK STA 9-CONTROLLER NOT WORKING	120-435-300-200	255.00
10/8/2019	Turnpseed Electric Svc Inc	WORK STA 9-CONTROLLER NOT WORKING	120-435-300-140	9.18
10/8/2019	Univar USA Inc	SOD HYPO	105-437-300-219	4,469.66
10/8/2019	US Bank Equipment Finance	PW COPIER LEASE	109-434-300-180	146.79
10/8/2019	USA Blue Book	EQUIPT MAINT. PARTS	105-437-300-140	2,461.14

10/8/2019	Verizon Wireless	ACCT#672038320-0001	104-421-300-221	1,330.11
10/8/2019	Wells Fargo Bank, N.A.	TEMP WORKER CHNGS- W CHAVEZ	109-434-300-200	379.60
10/8/2019	Wells Fargo Bank, N.A.	TEMP WORKER CHNGS- W CHAVEZ	104-412-300-200	379.60
10/8/2019	WEX BANK	FUEL STATEMENT	104-406-300-250	299.97
10/8/2019	WEX BANK	FUEL STATEMENT	145-410-300-250	3,598.35
10/8/2019	WEX BANK	FUEL STATEMENT	104-412-300-250	704.13
10/8/2019	WEX BANK	FUEL STATEMENT	104-421-300-250	5,606.88
10/8/2019	WEX BANK	FUEL STATEMENT	104-431-300-250	287.50
10/8/2019	WEX BANK	FUEL STATEMENT	109-434-300-250	356.41
10/8/2019	WEX BANK	FUEL STATEMENT	120-435-300-250	843.52
10/8/2019	WEX BANK	FUEL STATEMENT	105-437-300-250	1,606.58
10/8/2019	Wood Rogers, Inc.	WELL 11- MISC CONSTRUCTION OVERSIGHT	105-437-300-140	1,013.75

Warrant Total:

227,003.78

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

**STAFF REPORT
ITEM #: 4-A**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Clerk/Assistant to the City Manager

DATE: October 2, 2019

MEETING DATE: October 8, 2019

SUBJECT: Presentation by the Kings County Elections Department regarding their new voting equipment.

Discussion:

The Kings County Elections Department recently updated their polling equipment. The new polling equipment will be used for future elections.

Budget Impact:

None.

Attachments:

None.

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

**STAFF REPORT
ITEM #: 7-A**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 2, 2019

MEETING DATE: October 8, 2019

SUBJECT: Consider Resolution No. 3003 authorizing the use of an Alliant Crime Insurance Program policy in lieu of a surety bond for City officials.

Recommendation:

Approve Resolution No. 3003 authorizing the use of an Alliant Crime Insurance Program policy in lieu of a surety bond for City officials.

Discussion:

The City of Corcoran Municipal Code (see 1-7A-3 and 1-7-2) requires a surety bond for the offices of City Manager, City Clerk, Finance Director/Treasurer, and the Police Chief. In lieu of a surety bond, the City may utilize a crime insurance policy. Such a policy is offered through Alliant to participating cities in the Central San Joaquin Valley Risk Management Authority.

Budget Impact:

Attachments:

- Resolution No. 3003
- Alliant Crime Insurance Program brochure

City Offices

RESOLUTION NO. 3003

**A RESOLUTION OF THE CITY OF CORCORAN
APPROVING GOVERNMENT CRIME POLICIES FOR
THE PURPOSE OF BONDING CITY OFFICERS AND
EMPLOYEES AND ESTABLISHING POLICY LIMITS**

WHEREAS, California Government Code §36518 requires City Council by resolution to establish the penal sum of the bond for the positions of City Clerk and City Treasurer; and

WHEREAS, California Government Code §36519 provides that the City Council may require bonds of any other officer or employee of the city; and

WHEREAS, California Government Code §37209 requires execution of a bond by a Director of Finance where duties imposed by law upon the City Clerk are transferred to a Director of Finance; and

WHEREAS, California Government Code §1480 provides that every officer agent or employee not required by statute to give an official bond may be require to give an individual official bond or other form of individual bond in the amount to be fixed by the appointing power and such bond shall inure to the benefit of the appointing power, state, county, or municipality by whom such officer, employee, or agent is employed as well as the officer under whom the employee or agent serves; and

WHEREAS, the City of Corcoran Municipal Code 1-7A-3 and 1-7-2 require the City Manager, City Clerk, Finance Director/City Treasurer, and Police Chief furnish a surety company bond to be approved by the Council in such sum as may be determined by the City Council; and

WHEREAS, California Government Code §1463 states... a government crime insurance policy or employee dishonesty insurance policy, including faithful performance, may be provided as an alternative to the official bond by any county or city, subject to approval by the presiding judge of the superior court and recording and filing as provided in §§1457 to 1460.1, inclusive. An insurance policy procured pursuant to this section may be used as a master bond as though it were an official bond, subject to approval of the appointing power or the legislative body as provided in §1481; and

WHEREAS, California Government Code §1481 (b) provides that notwithstanding any other provision of law when deemed expedient by the legislative body of a local public agency, a master official bond or other form of master bond may be used which shall provide coverage on more than one officer, employee, or agent of the local public agency, whether elected or appointed who is required by statute regulation, the appointing power, the governing board of a local public agency, or the board of supervisors of a chartered or general law county to give bond; and

WHEREAS, California Government Code §1481 (c) provides that a master bond under this section shall be in the form and for the term which is approved by the appointing power or the legislative body of a local public agency and shall inure to the benefit of the appointing power, state, or local public agency by whom the officer, employee, or agent is employed as well as the officer or

officers under whom the employee or agent serves.

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

1. That the City Council deems it expedient that the bonding requirements for public officers and employees required by California Government Code, City of Corcoran Municipal Code, or City Council Resolution, shall be in the form of a Government Crime Insurance Policy that provides coverage for the City of Corcoran officers and employees;
2. That the limits of the Government Crime Policy shall be at least \$3,000,000 per occurrence for employee theft, with a deductible amount of not more than \$2,500 per occurrence, with sub-limits for other forms of loss covered by the policy as deemed appropriate; and
3. That the premiums shall be paid by the City.

Date: _____

I hereby certify that Resolution No.3003 was passed and adopted by the City Council of the City of Corcoran in a regular meeting held October 8, 2019 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

APPROVED:

Sidonio "Sid" Palmerin, Mayor

ATTEST: _____
Marlene Spain, City Clerk



Alliant Crime Insurance
Program (ACIP)

Alliant

PROTECTION FROM THE CONSTANT THREAT

Crime is swift and unpredictable. It can strike at a moment's notice, creating staggering costs and long-term damage. It occurs in the light of day and the dark of night and, in its many manifestations, poses an insidious and constant threat to your organization. It doesn't have to.

Alliant Crime Insurance Program (ACIP)

Alliant Insurance Services created the Alliant Crime Insurance Program (ACIP) to protect California's public entities from the scourge of crime. The program offers broad coverage for illegal acts committed by employees while on the job, offering valuable peace of mind and an iron-clad layer of protection against crime-related damages.



SIZE AND STABILITY

ACIP is among the state's largest programs of its kind and is comprised primarily of public entities with fewer than 1,000 employees. ACIP has a strong track record of results and a historically low loss ratio. This combination of size and stability empowers Alliant to offer competitive rates that are impervious to fluctuations in the general insurance market. Additionally, as a group purchase program, there is no risk sharing and, therefore, no possibility of assessments.

PROGRAM FEATURES

ACIP is a flexible insurance solution with a broad array of best-in-class features. It is customized to meet the wide-ranging needs of California's public entities, providing access to:

- Basic program limits of \$1 million with a \$25,000 deductible for each coverage
- The option to buy down the \$25,000 deductible to \$2,500
- Program limits up to \$10 million available
- Faithful performance of duty up to the full employee theft limit
- Coverage for the treasurer/tax collector and any employees required by statute to carry individual bonds
- Coverage for volunteers

ALLIANT INSURANCE SERVICES: THE PARTNER YOU DESERVE.

With a history dating back to 1925, Alliant Insurance Services is one of the nation's leading distributors of diversified insurance products and services. Operating through a national network of offices, Alliant provides property and casualty, workers' compensation, employee benefits, surety, and financial products and services to more than 26,000 clients nationwide.

www.alliant.com

CONTACT

Tom E. Corbett
Senior Vice President
949 660 8132
tecorbett@alliant.com

City of

CORCORAN

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**STAFF REPORT
ITEM #: 7-B**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 3, 2019

MEETING DATE: October 8, 2019

SUBJECT: Provide direction on policy regarding water waste and water violations.

Recommendation:

Staff requests Council direction on policy for water waste and water violations.

Discussion:

At the September 10, 2019 meeting, the City Council requested that Staff draft a policy regarding water waste and water violations. Upon review of ordinance relating to water waste and also in consideration of best practices, the following is recommended:

WARNINGS will be given for the following violations:

- Watering on wrong day
- Watering during non-watering hours
- Broken sprinklers

** Only one warning will be given per water user per calendar year.

CITATIONS will be given for the following violations:

- Excessive run off (excessive water on sidewalk/driveway/street)
- Blatant water waste (ex. unattended hose without nozzle)

Budget Impact:

None

Attachments:

None

City Offices

City of

CORCORAN

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**STAFF REPORT
ITEM #: 7-C**

MEMO

TO: Corcoran City Council

FROM: Marlene Spain, City Clerk/ Assistant to the City Manager

DATE: October 2, 2019

MEETING DATE: October 8, 2019

SUBJECT: Approve advertisement to fill the vacancy of Alternate Corcoran Planning Commissioner.

Recommendation:

Advertise to fill alternate position(s) on the City of Corcoran Planning Commission.

Discussion:

Staff requests authorization to proceed with advertising to solicit interest from the community members to fill the position(s) as an alternate Planning Commissioner. Following Council direction, the tentative schedule is as follows:

Posting in the City Clerk's Office on October 10, 2019;
Advertising in the Corcoran Journal on October 10, 2019;
Application acceptance until October 31, 2019;
Appointment made at a future council meeting, November 12, 2019.

Staff will also solicit interest and send letters to anyone Council desires be contacted.

Budget Impact:

Minimal advertising costs.

City Offices

City of

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MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8-A

MEMORANDUM

MEETING DATE: September 24, 2019
TO: Corcoran City Council
FROM: Kindon Meik, City Manager
SUBJECT: Matters for Mayor and Council

UPCOMING EVENTS / MEETINGS

- October 16-19, 2019 (Wednesday-Friday) League of CA Cities Annual Conference, Long Beach, CA
- October 22, 2019 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers
- October 26, 2019 (Saturday) PD Facility Dedication – 10:00 AM, 911 Hannah Ave.
- November 11, 2019 (Monday) City Offices Closed in Observance of Veteran's Day
- November 12, 2019 (Tuesday) City Council Meeting – 5:30 PM, Council Chambers

- A. Information Items- None
1. Cotton Festival
 2. Water leak on Patterson
 3. Census Committee
 4. Eucalyptus trees at park
 5. Cancellation of City Council meetings (November 26 and December 24)
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
1. Staff Referral Items
- C. Committee Reports

City Offices



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
09/10/19 08/13/19	City Council and Staff discussed water citations. Council directed Staff to begin preparing a policy outlining warning/violations for water waste. Council requested review of process for water citations.	In progress	Community Development/Public Works/City Manager
09/10/19 06/25/19	Presentation by PARS on fund status of Section 115. Council requested further information on PERS Unfunded Liability and specific funds that can be paid off early. Council also requested periodic updates Section 115 Account (PARS) for retirement contributions.	In progress	Finance Director/City Manager
03/26/19	Council discussed the idea of requiring angled parking in commercial development.	In progress	Community Development
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development
08/13/19 03/12/19 10/09/18	Council provided direction on new transit rates. Public hearings will be scheduled. Kevin Tromborg, Community Development Director, provided a history and overview of Corcoran transit rates. Council will consider proposed rate changes at a future meeting with subsequent public hearings scheduled if rates are to be changed. Request by City Council to review transit revenues and rates.	In progress	Community Development
05/09/17	City Council requested that Staff present draft finance policies relating to General Fund reserves, balanced budget, etc.	Ongoing	Finance Director/City Manager