

**CITY COUNCIL/SUCCESSOR AGENCY MEETING
CITY OF PARLIER**

“REGULAR MEETING AGENDA”

DATE: Wednesday, November 02, 2016
TIME: 6:30 P.M.
PLACE: Parlier City Council Chambers
1100 E. Parlier Avenue
Parlier, CA 93648

I. CALL TO ORDER/WELCOME:

Roll Call: Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaña, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

Invocation: Councilmember Padilla

II. ADDITIONS/DELETIONS TO THE AGENDA:

III. PRESENTATIONS/INFORMATIONAL:

A. Michael Renner – West Coast Code Consultants WC3.

IV. PUBLIC COMMENTS: PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

V. CONSENT CALENDAR: These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

A. Approve the Check Reports dated October 13, 2016 through October 28, 2016.

B. Adopt and approve Minutes dated October 19, 2016 Regular Meeting.

- C. Council to approve the use of Earl Ruth Park for their First Annual Fundraiser Celebration for the Pulmonary Hypertension Awareness, Sylvia's PHight 4 A Cure.
- D. Approve Resolution No. 2016-35, approving Program Supplement No. N019 Rev. 1 to Administering Agency-State Agreement No. 06-5252R and authorize the City Manager to execute the Agreement of behalf of the City after review and approval by the City Attorney.
- E. Approve Resolution No. 2016-36, approving Program Supplement No. N016 Rev. 1 to Administering Agency-State Agreement No. 06-5252R and authorize the City Manager to execute the Agreement on behalf of the City after review and approval by the City Attorney.
- F. Approve Resolution No. 2016-37, approving the Continued funding application agreement with the California Department of Education for the purpose of providing Child Care and Development services and authorizing the City Manager to sign contract documents for the Fiscal Year 2017-2018 after review and approval by the City Attorney.
- G. Approve Denial of Claim for Soimara Mendoza and related minor.

VI. **DEPARTMENT REPORTS:**

A. **ADMINISTRATON DEPARMENT:**

1. **SUBJECT:** Southeast Regional Disposal Site Financial Obligation.

RECOMMENDATION: Staff recommends Council approve the "Blended" cost table that takes a portion of the landfill ownership into account. Based on the Blended cost table the City of Parlier will be obligated to pay 4.4% of the share which is equivalent to \$5,668.00 for fiscal year 2017/2018.

2. **SUBJECT:** Backflow Program agreement with Mountain Valley Environmental Services, Inc.

RECOMMENDATION: Staff recommends for the City Council to review and approve the consultant agreement with Mountain Valley Environmental Services, Inc. to provide Back Flow and Management after review and approval by the City Attorney.

3. **SUBJECT:** Provost & Pritchard consultant Services Agreement for City Planning Services.

RECOMMENDATION: The recommendation is for the City Council to review and approve the consultant agreement with Provost & Pritchard for Planning Services after review and approval by the City Attorney.

4. **SUBJECT:** Discussion regarding expenditure authority, parameters and procedures.

RECOMMENDATION: Council discussion and direction to staff

VII. **COUNCIL COMMUNICATIONS/COMMENTS:**

VIII. **PUBLIC COMMENTS ON CLOSED SESSION:**

(THIS PORTION OF THE MEETING IS RESERVED FOR PERSONS DESIRING TO ADDRESS THE COUNCIL ON AN ITEM WHICH IS TO BE CONSIDERED DURING CLOSED SESSION. SPEAKERS SHOULD LIMIT THEIR COMMENTS TO FIVE (5) MINUTES.)

IX. **COUNCIL CLOSED SESSION:**

1. Government Code section 54956.95 - LIABILITY CLAIM - Claimant Cynthia Gomez Claim against City of Parlier; Government Code section 54956.95
2. CONFERENCE WITH LEGAL COUNSEL – existing litigation pursuant to Government Code Section 94956.9(d)(1):
City of Parlier v. The Dow Chemical Co., et al., Judicial Council Coordination Proceeding No. 4435, San Bernardino Superior Court, Case No. CGC-12-523400
3. Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

SUCCESSOR AGENCY CLOSED SESSION:

1. Conference with Real Property Negotiators - Government Code 54956.8
Property APN: 358-390-42T
Agency negotiator: City Attorney and City Manager
Negotiating parties: Carlos Garcia.
Under Negotiation Price and term.
2. Conference with Real Property Negotiators - Government Code 54956.8
Property APN: 358-390-44T; 358-390-34T; 358-390-35T
Agency negotiator: City Attorney and City Manager
Negotiating parties: Rene Esquivel.
Under Negotiation Price and term.
3. Conference with Real Property Negotiators Government Code 54956.8
Property APN: 358-390-45T; 358-390-33T
Agency negotiator: City Attorney and City Manager
Negotiating parties: Amandeep Gil & Chris Dhaliwahl.
Under Negotiation Price and term.

X. ADJOURNMENT:

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.

V-A



CITY OF PARLIER

Check Report

By Check Number

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
A-C00	A-C ELECTRIC COMPANY	10/18/2016	Regular	0.00	351.50	45195
ADT01	ADT SECURITY SERVICES	10/18/2016	Regular	0.00	360.85	45196
AUT01	AUTO ZONE	10/18/2016	Regular	0.00	373.83	45197
BAN01	BANKCARD CENTER	10/18/2016	Regular	0.00	85.00	45198
CLA05	CLARK PEST CONTROL	10/18/2016	Regular	0.00	130.00	45199
COR11	CORTEZ TIRES	10/18/2016	Regular	0.00	40.00	45200
SIG04	DLH TOOLS, INC.	10/18/2016	Regular	0.00	419.92	45201
DRU10	DRUMRIGHT'S OFFICE SUPPLY	10/18/2016	Regular	0.00	548.03	45202
EFI00	ENFINITY CENTRAL	10/18/2016	Regular	0.00	11,726.59	45203
FAS00	FASTENAL COMPANY	10/18/2016	Regular	0.00	219.81	45204
GRO01	FERGUSON ENTERPRISES INC.	10/18/2016	Regular	0.00	1,708.63	45205
FRE00	FRESNO OXYGEN	10/18/2016	Regular	0.00	22.94	45206
G&K00	G & K SERVICES INC.	10/18/2016	Regular	0.00	92.47	45207
KAI00	KAISER FOUNDATION HEALTH	10/18/2016	Regular	0.00	9,408.31	45208
RLB01	REEDLEY LUMBER & BUILDING	10/18/2016	Regular	0.00	140.19	45209
YAM01	YAMABE & HORN ENGINEERING INC.	10/18/2016	Regular	0.00	34,006.25	45210
YOU00	YOUTH CENTERS OF AMERICA,	10/18/2016	Regular	0.00	421.12	45211
AT&05	AT&T	10/21/2016	Regular	0.00	537.63	45213
CEN19	CENTRAL SANITARY SUPPLY	10/21/2016	Regular	0.00	311.39	45214
CEN06	CENTRAL VALLEY TOXICOLOGY	10/21/2016	Regular	0.00	312.00	45215
CLA05	CLARK PEST CONTROL	10/21/2016	Regular	0.00	55.00	45216
COM05	COMCAST	10/21/2016	Regular	0.00	436.15	45217
DIR01	DIRECTV	10/21/2016	Regular	0.00	229.78	45218
FCT04	FRESNO COUNTY AUDITOR-CON	10/21/2016	Regular	0.00	50.00	45219
FRE15	FRESNO COUNTY FIRE	10/21/2016	Regular	0.00	50,000.00	45220
FRE13	FRESNO COUNTY TREASURER	10/21/2016	Regular	0.00	120.00	45221
INT14	INTERSTATE GAS SERVICES, INC.	10/21/2016	Regular	0.00	1,716.00	45222
JUD10	JUDICIAL DATA SYSTEMS COR	10/21/2016	Regular	0.00	25.00	45223
LOZ03	LOZANO SMITH, LLP	10/21/2016	Regular	0.00	19,148.39	45224
	Void	10/21/2016	Regular	0.00	0.00	45225
OFF01	OFFICE DEPOT	10/21/2016	Regular	0.00	99.67	45226
PAR1U	PARLIER UNIFIED	10/21/2016	Regular	0.00	1,985.63	45227
PIT05	PITNEY BOWES GLOBAL FINAN	10/21/2016	Regular	0.00	185.79	45228
PRE18	PREMIER ACCESS INSURANCE	10/21/2016	Regular	0.00	1,759.71	45229
	Void	10/21/2016	Regular	0.00	0.00	45230
SEL01	SELECT BUSINESS SYSTEMS INC.	10/21/2016	Regular	0.00	21.45	45231
SHR00	SHRED-IT USA - FRESNO	10/21/2016	Regular	0.00	78.11	45232
SOU07	SOUTH COUNTY VETERINARY H	10/21/2016	Regular	0.00	66.00	45233
STA1U	STAR 1 MINI MART	10/21/2016	Regular	0.00	57.00	45234
STA19	STATE OF CALIFORNIA	10/21/2016	Regular	0.00	538.00	45235
TER01	TERMINIX PROCESSING CTR.	10/21/2016	Regular	0.00	174.00	45236
SO 01	THE GAS CO.	10/21/2016	Regular	0.00	293.79	45237
THE37	THE LINCOLN NATIONAL LIFE	10/21/2016	Regular	0.00	295.30	45238
	Void	10/21/2016	Regular	0.00	0.00	45239
TOR26	TORRES FENCE CO.,INC.	10/21/2016	Regular	0.00	149.88	45240
BLU01	BLUE SHIELD OF CALIFORNIA	10/28/2016	Regular	0.00	7,032.22	45243
	Void	10/28/2016	Regular	0.00	0.00	45244
DEL00	DE LAGE LANDEN FINANCIAL	10/28/2016	Regular	0.00	3,647.45	45245
EIN01	EINERSON'S PREPRESS	10/28/2016	Regular	0.00	375.00	45246
EDD02	EMPLOYMENT DEVELOPMENT DE	10/28/2016	Regular	0.00	1,537.00	45247
GAR22	GARZA, SUSIE	10/28/2016	Regular	0.00	400.00	45248
HOM01	HOME DEPOT CREDIT SERVICE	10/28/2016	Regular	0.00	324.76	45249
MON04	MONTES, MARICELA	10/28/2016	Regular	0.00	200.00	45250
MOR24	MORENO, BECKY	10/28/2016	Regular	0.00	400.00	45251

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
NGL00	NGLIC	10/28/2016	Regular	0.00	363.98	45252
	Void	10/28/2016	Regular	0.00	0.00	45253
NOR01	NORTHSTAR COMMUNICATIONS	10/28/2016	Regular	0.00	367.37	45254
OFF01	OFFICE DEPOT	10/28/2016	Regular	0.00	350.76	45255
P.G01	PACIFIC GAS & ELECTRIC	10/28/2016	Regular	0.00	42,145.05	45256
QUI02	QUILL CORPORATION	10/28/2016	Regular	0.00	5.39	45257
SEL01	SELECT BUSINESS SYSTEMS INC.	10/28/2016	Regular	0.00	1,638.74	45258
STA04	STATE FOODS SUPERMARKET	10/28/2016	Regular	0.00	31.32	45259
VER08	VERIZON WIRELESS	10/28/2016	Regular	0.00	1,633.21	45260
WEL04	WELLS FARGO FINANCIAL LEA	10/28/2016	Regular	0.00	101.23	45261

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	59	0.00	199,254.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	118	64	0.00	199,254.59

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	10/2016	199,254.59
			<hr/> 199,254.59



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Bank Code: APBNK-APBNK						
A-C00	A-C ELECTRIC COMPANY	10/18/2016	Regular	0.00	351.50	45195
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
36069	Invoice	10/17/2016	WELL #5 REPAIRS	0.00	351.50	
	400-5600-6520		PROFESSIONAL SERVICES/ WELL #5 REPAIRS		351.50	
ADT01	ADT SECURITY SERVICES	10/18/2016	Regular	0.00	360.85	45196
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
9/29/16-9711	Invoice	10/17/2016	P.W. SECURITY SERVICE 10/16	0.00	360.85	
	400-5600-6520		PROFESSIONAL SERVICES/ P.W. SECURITY SERVICE 10/16		360.85	
AUTO1	AUTO ZONE	10/18/2016	Regular	0.00	373.83	45197
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
3758252047	Invoice	10/17/2016	P.W. UNIT #519 REPAIRS	0.00	27.61	
	401-5600-6532		VEHICLE MAINTENANCE P.W. UNIT #519 REPAIRS		27.61	
3758255755	Invoice	10/17/2016	P.W. UNIT #525 REPAIRS	0.00	151.36	
	401-5600-6532		VEHICLE MAINTENANCE P.W. UNIT #525 REPAIRS		151.36	
3758255762	Invoice	10/17/2016	P.W. TRUCK PARTS	0.00	144.68	
	400-5600-6532		VEHICLE MAINTENANCE P.W. TRUCK PARTS		144.68	
3758256261	Invoice	10/17/2016	P.W. REPAIR PARTS	0.00	50.18	
	400-5600-6002		PARTS & SUPPLIES P.W. REPAIR PARTS		50.18	
BAN01	BANKCARD CENTER	10/18/2016	Regular	0.00	85.00	45198
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
9-16/0040-5419	Invoice	10/17/2016	ANNUAL CREDIT CARD FEE	0.00	85.00	
	100-5200-6501		MEMBERSHIP DUES ANNUAL CREDIT CARD FEE		85.00	
CLA05	CLARK PEST CONTROL	10/18/2016	Regular	0.00	130.00	45199
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
2479-10-16	Invoice	10/17/2016	COMM CENTER SERVICES 10-16	0.00	65.00	
	100-5617-6520		PROFESSIONAL SERVICES COMM CENTER SERVICES 10-16		65.00	
9530-10-16	Invoice	10/17/2016	CITY HALL SERVICES 10-16	0.00	65.00	
	100-5617-6520		PROFESSIONAL SERVICES CITY HALL SERVICES 10-16		65.00	
COR11	CORTEZ TIRES	10/18/2016	Regular	0.00	40.00	45200
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/11/16	Invoice	10/17/2016	P.W. USED TIRE PURCHASE	0.00	40.00	
	401-5600-6532		VEHICLE MAINTENANCE P.W. USED TIRE PURCHASE		40.00	
SIG04	DLH TOOLS, INC.	10/18/2016	Regular	0.00	419.92	45201
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
0025263-IN	Invoice	10/17/2016	W.W.T.P. REPAIR SUPPLIES	0.00	419.92	
	401-5600-6002		PARTS SUPPLIES W.W.T.P. REPAIR SUPPLIES		419.92	
DRU10	DRUMRIGHT'S OFFICE SUPPLY	10/18/2016	Regular	0.00	548.03	45202

Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
55412-0	Invoice	10/17/2016	P.D. LITERATURE RACKS	0.00	509.40	
	100-5400-6000		OFFICE SUPPLIES		509.40	
55649-0	Invoice	10/17/2016	P.D. COPY PAPER	0.00	38.63	
	100-5400-6000		OFFICE SUPPLIES		38.63	
EF100	ENFINITY CENTRAL	10/18/2016	Regular	0.00	11,726.59	45203
200100009802	Invoice	10/17/2016	W.W.T.P. ELECTRICITY	0.00	11,726.59	
	401-5600-6512		ELECTRICITY		11,726.59	
FAS00	FASTENAL COMPANY	10/18/2016	Regular	0.00	219.81	45204
CAREE32865	Invoice	10/18/2016	PW PARTS & SUPPLIES	0.00	219.81	
	400-5600-6002		PARTS & SUPPLIES		219.81	
GRO01	FERGUSON ENTERPRISES INC.	10/18/2016	Regular	0.00	1,708.63	45205
1217547	Invoice	10/17/2016	WATER METER PARTS	0.00	443.72	
	400-5600-6004		TOOLS & MINOR EQUIPM		443.72	
1218532	Invoice	10/17/2016	WATER METER PARTS	0.00	92.86	
	400-5600-6004		TOOLS & MINOR EQUIPM		92.86	
1219226	Invoice	10/17/2016	P.W. REPAIR PARTS	0.00	1,010.76	
	400-5600-6002		PARTS & SUPPLIES		1,010.76	
1219554	Invoice	10/17/2016	STREET REPAIR SUPPLIES	0.00	208.77	
	200-5600-6002		PARTS SUPPLIES		208.77	
CM100310	Credit Memo	10/18/2016	P.W. PURCHASE RETURN	0.00	-47.48	
	400-5600-6002		PARTS & SUPPLIES		-47.48	
FRE00	FRESNO OXYGEN	10/18/2016	Regular	0.00	22.94	45206
91365549	Invoice	10/17/2016	P.W. HELIUM SERVICE	0.00	22.94	
	400-5600-6002		PARTS & SUPPLIES		11.47	
	401-5600-6002		PARTS SUPPLIES		11.47	
G&K00	G & K SERVICES INC.	10/18/2016	Regular	0.00	92.47	45207
1258323439	Invoice	10/17/2016	UNIFORM SERVICE 10/16	0.00	92.47	
	100-5200-6520		PROFESSIONAL SERVICES/		44.21	
	100-5620-6520		PROFESSIONAL SERVICES/		16.01	
	400-5600-6520		PROFESSIONAL SERVICES/		32.25	
KAI00	KAISER FOUNDATION HEALTH	10/18/2016	Regular	0.00	9,408.31	45208

Check Report

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
644006-10-16	Invoice	10/17/2016	HEALTH INSURANCE 10-16	0.00	9,408.31	
100-22197			EMPLOYEE MEDICAL INS.		2,475.14	
100-5400-5011			INSURANCE-MED,DEN,VIS		2,122.34	
100-5410-5011			INSURANCE-MED, DEN, V		311.75	
100-5610-5011			INSURANCE-MED,DEN,VIS		31.92	
203-5600-5011			INSURANCE-MED,DEN,VIS		282.52	
206-5600-5011			INSURANCE-MED,DEN,VIS		282.52	
400-5300-5011			INSURANCE- MED, DEN, V		492.82	
400-5600-5011			INSURANCE- MED, DEN, V		1,471.83	
401-5300-5011			INSURANCE-MED,DEN,VIS		492.82	
401-5600-5011			INSURANCE-MED,DEN,VIS		1,198.24	
402-5300-5011			INSURANCE-MED, DEN,VI		246.41	
RLB01	REEDLEY LUMBER & BUILDING	10/18/2016	Regular	0.00	140.19	45209
112108	Invoice	10/17/2016	COMM DEV. REPAIRS	0.00	140.19	
100-5700-6002			PARTS SUPPLIES		140.19	
YAM01	YAMABE & HORN ENGINEERING INC.	10/18/2016	Regular	0.00	34,006.25	45210
36208	Invoice	10/17/2016	TCP RESEARCH	0.00	280.00	
400-5600-6519			ENGINEERING FEES		280.00	
36213	Invoice	10/17/2016	MEETINGS, RESEARCH & DESIGN	0.00	1,340.00	
100-5600-6519			ENGINEERING FEES		1,340.00	
36216	Invoice	10/17/2016	GENERAL WATER FUND	0.00	660.00	
400-5600-6519			ENGINEERING FEES		660.00	
36217	Invoice	10/17/2016	GENERAL SEWER FUND	0.00	120.00	
401-5600-6519			ENGINEERING FEES		120.00	
36218	Invoice	10/17/2016	GENERAL STREET FUND	0.00	90.00	
200-5600-6519			ENGINEERING FEES		90.00	
36219	Invoice	10/17/2016	HERITAGE PARK ADMIN	0.00	330.00	
211-5600-6519			ENGINEERING FEES		330.00	
36221	Invoice	10/17/2016	MANNING AVE SRYS-ATP CYCLE 1	0.00	7,135.00	
223-5600-7023			MANNING CURB, GUTTER		7,135.00	
36222	Invoice	10/17/2016	MANNING AVE WESTBOUND	0.00	2,898.75	
218-5600-7001			CAPITAL PROJECT		2,898.75	
36223	Invoice	10/17/2016	MENDOCINO WIDENING	0.00	3,825.00	
222-5600-7022			MENDOCINO WIDENING		3,825.00	
36225	Invoice	10/17/2016	ENCROACHMENT PERMITS	0.00	202.50	
100-5600-6519			ENGINEERING FEES		202.50	
36226	Invoice	10/17/2016	SWRCB WWTP GRANT	0.00	12,325.00	
309-5600-6519			ENGINEERING FEES		12,325.00	
36228	Invoice	10/17/2016	COG ATP APPLICATION	0.00	3,860.00	
100-5600-6519			ENGINEERING FEES		3,860.00	
36229	Invoice	10/17/2016	PG&E LED STREETLIGHT	0.00	940.00	
100-5600-6519			ENGINEERING FEES		940.00	
YOU00	YOUTH CENTERS OF AMERICA,	10/18/2016	Regular	0.00	421.12	45211
1652	Invoice	10/17/2016	PRESCHOOL LIABILITY INS 9-16	0.00	421.12	
269-6303-5017			LIABILITY INSURANCE		421.12	

Check Report

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
AT&05	AT&T	10/21/2016	Regular	0.00	537.63	45213
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/1/2016-2231	Invoice	10/19/2016	P.W. SERVICES 9/2016	0.00	151.95	
	400-5600-6510		TELEPHONE/DATA/PAGER		151.95	
10/1/2016-2941	Invoice	10/19/2016	CITY HALL SERVICES 9/2016	0.00	385.68	
	100-5200-6510		TELEPHONE/DATA/PAGER		77.13	
	100-5620-6510		TELEPHONE/DATA/PAGER		77.16	
	100-5700-6510		TELEPHONE/DATA/PAGER		77.13	
	400-5300-6510		TELEPHONE/DATA & PAG		77.13	
	400-5600-6510		TELEPHONE/DATA/PAGER		77.13	
CEN19	CENTRAL SANITARY SUPPLY	10/21/2016	Regular	0.00	311.39	45214
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
741380	Invoice	10/19/2016	P.D. CLEANING SUPPLIES	0.00	158.97	
	100-5400-6002		PARTS SUPPLIES		158.97	
742090	Invoice	10/19/2016	CITY HALL CLEANING SUPPLIES	0.00	152.42	
	100-5200-6002		PARTS SUPPLIES		30.48	
	100-5617-6002		PARTS SUPPLIES		30.48	
	100-5620-6002		PARTS SUPPLIES		30.48	
	100-5700-6002		PARTS SUPPLIES		30.48	
	400-5300-6002		PARTS SUPPLIES		30.50	
CEN06	CENTRAL VALLEY TOXICOLOGY	10/21/2016	Regular	0.00	312.00	45215
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
254957	Invoice	10/19/2016	P.D. DRUG ABUSE SCREEN	0.00	78.00	
	100-5400-6544		LAB ANALYSIS & TESTING		78.00	
254958	Invoice	10/19/2016	P.D. DRUG ABUSE SCREEN	0.00	78.00	
	100-5400-6544		LAB ANALYSIS & TESTING		78.00	
254960	Invoice	10/19/2016	P.D. DRUG ABUSE SCREEN	0.00	78.00	
	100-5400-6544		LAB ANALYSIS & TESTING		78.00	
254961	Invoice	10/19/2016	P.D. DRUG ABUSE SCREEN	0.00	78.00	
	100-5400-6544		LAB ANALYSIS & TESTING		78.00	
CLA05	CLARK PEST CONTROL	10/21/2016	Regular	0.00	55.00	45216
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
9/26/16-5294	Invoice	10/19/2016	P.D. SERVICES 10/2016	0.00	55.00	
	100-5400-6520		PROFESSIONAL SERVICES/		55.00	
COM05	COMCAST	10/21/2016	Regular	0.00	436.15	45217
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/05/2016-7212	Invoice	10/19/2016	VETERANS PARK SERVICES 10/2016	0.00	103.91	
	100-5610-6520		PROFESSIONAL SERVICES/		103.91	
10/3/16-1665	Invoice	10/19/2016	P.D. SERVICES 10/2016	0.00	332.24	
	100-5400-6510		TELEPHONE/DATA/PAGER		332.24	
DIR01	DIRECTV	10/21/2016	Regular	0.00	229.78	45218
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
29680914265	Invoice	10/19/2016	SR CENTER SERVICES 10/2016	0.00	229.78	
	100-5615-6520		PROFESSIONAL SERVICES/		229.78	
FCT04	FRESNO COUNTY AUDITOR-CON	10/21/2016	Regular	0.00	50.00	45219

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/12/16	Invoice	10/19/2016	P.D. PARKING CITES FEES	0.00	50.00	
	100-5400-6542	CONTRACT SERVICES	P.D. PARKING CITES FEES		50.00	
FRE15	FRESNO COUNTY FIRE	10/21/2016	Regular	0.00	50,000.00	45220
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
961	Invoice	10/19/2016	FIRE PROTECTION SERVICES	0.00	50,000.00	
	100-5104-6520	PROFESSIONAL SERVICES/	FIRE PROTECTION SERVICES		50,000.00	
FRE13	FRESNO COUNTY TREASURER	10/21/2016	Regular	0.00	120.00	45221
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SQ14083	Invoice	10/19/2016	P.D. BOOKING FEES	0.00	120.00	
	100-5400-6520	PROFESSIONAL SERVICES/	P.D. BOOKING FEES		120.00	
INT14	INTERSTATE GAS SERVICES, INC.	10/21/2016	Regular	0.00	1,716.00	45222
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7021335	Invoice	10/19/2016	REFUSE SERVICES 9-16	0.00	1,716.00	
	402-5300-6520	PROFESSIONAL SERVICES	REFUSE SERVICES 9-16		1,716.00	
JUD10	JUDICIAL DATA SYSTEMS COR	10/21/2016	Regular	0.00	25.00	45223
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6236	Invoice	10/19/2016	P.D. PARKING CITES PROCESSING	0.00	25.00	
	100-5400-6542	CONTRACT SERVICES	P.D. PARKING CITES PROCESSIN		25.00	
LOZ03	LOZANO SMITH, LLP	10/21/2016	Regular	0.00	19,148.39	45224
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2012941	Invoice	10/20/2016	GENERAL LEGAL MATTERS 9/2016	0.00	3,037.33	
	100-5200-6520	PROFESSIONAL SERVICES/	GENERAL LEGAL MATTERS 9/20		3,037.33	
2012942	Invoice	10/20/2016	LEGAL RETAINER 9/2016	0.00	1,274.58	
	100-5200-6520	PROFESSIONAL SERVICES/	LEGAL RETAINER 9/2016		1,274.58	
2012943	Invoice	10/20/2016	LEGAL SERVICES PLANING 9/2016	0.00	6,107.50	
	100-5700-6520	PROFESSIONAL SERVICES/	LEGAL SERVICE PLANING 9/201		6,090.00	
	602-8100-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES PLANING 9/201		17.50	
2012944	Invoice	10/20/2016	LEGAL SERVICES P.D. 9/2016	0.00	405.70	
	100-5400-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES P.D. 9/2016		405.70	
2012945	Invoice	10/20/2016	LEGAL SERVICES P.W. 9/2016	0.00	560.00	
	402-5600-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES P.W. 9/2016		560.00	
2012946	Invoice	10/20/2016	LEGAL SERVICES SA 9/2016	0.00	1,627.50	
	602-8100-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES SA 9/2016		1,627.50	
2012947	Invoice	10/20/2016	LEGAL SERVICES LITIGATION 9/2016	0.00	55.50	
	100-5200-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES LITIGATION 9/2		55.50	
2012949	Invoice	10/20/2016	LEGAL SERVICES/J. DOUGHTY 9/2016	0.00	210.00	
	100-5200-6520	PROFESSIONAL SERVICES/	LEGAL SERVICES/J. DOUGHTY 9/		210.00	
2012951	Invoice	10/20/2016	LEGAL T. RODRIGUEZ 9/2016	0.00	1,083.28	
	100-5400-6520	PROFESSIONAL SERVICES/	LEGAL T. RODRIGUEZ 9/2016		1,083.28	
2012952	Invoice	10/20/2016	LEGAL D. WALLACE 9/2016	0.00	937.00	
	100-5400-6520	PROFESSIONAL SERVICES/	LEGAL D. WALLACE 9/2016		937.00	
2012953	Invoice	10/20/2016	LEGAL S. MENDOZA 9/2016	0.00	35.00	
	100-5400-6520	PROFESSIONAL SERVICES/	LEGAL S. MENDOZA 9/2016		35.00	
2012954	Invoice	10/20/2016	LEGAL L. SEPEDA 9/2016	0.00	17.50	
	100-5400-6520	PROFESSIONAL SERVICES/	LEGAL S. MENDOZA 9/2016		17.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2012957	Invoice	10/20/2016	LEGAL SERVICES HR 9/2016	0.00	3,552.50	
	100-5200-6520		PROFESSIONAL SERVICES/		1,050.00	
	100-5600-6520		PROFESSIONAL SERVICES/		245.00	
	100-5620-6520		PROFESSIONAL SERVICES/		1,872.50	
	100-5700-6520		PROFESSIONAL SERVICES/		385.00	
2102950	Invoice	10/20/2016	P.D. NEGOTIATION 9/2016	0.00	245.00	
	100-5400-6520		PROFESSIONAL SERVICES/		245.00	
	Void	10/21/2016	Regular	0.00		0.00 45225
OFF01	OFFICE DEPOT	10/21/2016	Regular	0.00		99.67 45226
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
866939075001	Account Number	Account Name	Item Description	Distribution Amount		
	Credit Memo	10/19/2016	FINANCE RECEIPT ROLLS	0.00	-26.79	
	400-5300-6000		OFFICE SUPPLIES - FIN		-26.79	
870414241001	Invoice	10/19/2016	OFFICE SUPPLIES	0.00	59.94	
	100-5700-6000		OFFICE SUPPLIES		22.28	
	400-5300-6000		OFFICE SUPPLIES - FIN		37.66	
871258770001	Invoice	10/19/2016	FINANCE FILE CART	0.00	66.52	
	400-5300-6000		OFFICE SUPPLIES - FIN		33.26	
	401-5300-6000		OFFICE SUPPLIES		33.26	
PAR1U	PARLIER UNIFIED	10/21/2016	Regular	0.00	1,985.63	45227
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
170007	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/19/2016	P.D. FUEL SERVICES 10/2016	0.00	1,985.63	
	100-5400-6011		FUEL		1,985.63	
PIT05	PITNEY BOWES GLOBAL FINAN	10/21/2016	Regular	0.00	185.79	45228
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
1001963905	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/19/2016	POSTAGE MACHINE MAINT.	0.00	185.79	
	100-5200-6002		PARTS SUPPLIES		26.55	
	100-5400-6002		PARTS SUPPLIES		26.54	
	100-5700-6002		PARTS SUPPLIES		26.54	
	400-5300-6002		PARTS SUPPLIES		26.54	
	400-5600-6002		PARTS & SUPPLIES		26.54	
	401-5300-6002		PARTS/ SUPPLIES		26.54	
	401-5600-6002		PARTS SUPPLIES		26.54	
PRE18	PREMIER ACCESS INSURANCE	10/21/2016	Regular	0.00	1,759.71	45229

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
12553-11-16	Invoice	10/19/2016	DENTAL INSURANCE 11-16	0.00	1,759.71	
100-22194	EMPLOYEE DENTAL INS W	DENTAL INSURANCE 11-16		972.86		
100-5100-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		-46.53		
100-5200-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		16.23		
100-5300-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		7.31		
100-5400-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		479.03		
100-5410-5011	INSURANCE-MED, DEN, V	DENTAL INSURANCE 11-16		21.71		
100-5610-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		26.37		
100-5617-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		10.85		
100-5620-5011	INSURANCE-MED-DEN,VI	DENTAL INSURANCE 11-16		10.86		
160-5400-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		-97.41		
203-5600-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		30.72		
206-5600-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		30.72		
213-5600-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		25.84		
400-5100-5011	INSURANCE, MED, DEN, V	DENTAL INSURANCE 11-16		-46.53		
400-5200-5011	INSURANCE MED, DEN, VI	DENTAL INSURANCE 11-16		16.24		
400-5300-5011	INSURANCE- MED, DEN. V	DENTAL INSURANCE 11-16		40.85		
400-5600-5011	INSURANCE- MED, DEN, V	DENTAL INSURANCE 11-16		146.94		
401-5100-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		-46.53		
401-5200-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		16.24		
401-5300-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		40.85		
401-5600-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		118.26		
402-5100-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		-46.55		
402-5300-5011	INSURANCE-MED, DEN,VI	DENTAL INSURANCE 11-16		19.20		
602-8100-5011	INSURANCE-MED,DEN,VIS	DENTAL INSURANCE 11-16		12.18		
	Void	10/21/2016	Regular	0.00	0.00	45230
SELO1	SELECT BUSINESS SYSTEMS INC.	10/21/2016	Regular	0.00	21.45	45231
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
234786	Invoice	10/19/2016	COMM DEV. COPIER TONER	0.00	12.45	
	100-5700-6000		OFFICE SUPPLIES		12.45	
234976	Invoice	10/19/2016	FINANCE COPIER TONER	0.00	9.00	
	400-5300-6000		OFFICE SUPPLIES - FIN		9.00	
SHR00	SHRED-IT USA - FRESNO	10/21/2016	Regular	0.00	78.11	45232
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
8120994082	Invoice	10/19/2016	P.D. DOCUMENT SHREDDING	0.00	78.11	
	100-5400-6000		OFFICE SUPPLIES		78.11	
SOU07	SOUTH COUNTY VETERINARY H	10/21/2016	Regular	0.00	66.00	45233
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
168800	Invoice	10/19/2016	P.D. CANINE EUTHANIZATION	0.00	66.00	
	100-5410-6021		ANIMAL DISPOSAL		66.00	
STA1U	STAR 1 MINI MART	10/21/2016	Regular	0.00	57.00	45234
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
2557	Invoice	10/19/2016	FUEL FACILITIES MAINT. 10/2016	0.00	57.00	
	100-5620-6011		FUEL - REC.		57.00	
STA19	STATE OF CALIFORNIA	10/21/2016	Regular	0.00	538.00	45235

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
190099	Invoice	10/19/2016	P.D. FINGER PRINTING SERVICES	0.00	258.00	
	100-5300-6520		PROFESSIONAL SERVICES/		96.00	
	100-5400-6530		RECRUITMENT & ADVERT		162.00	
195236	Invoice	10/19/2016	P.D. BLOOD ANALYSIS	0.00	280.00	
	100-5400-6544		LAB ANALYSIS & TESTING		280.00	
TER01	TERMINIX PROCESSING CTR.	10/21/2016	Regular	0.00	174.00	45236
357215240	Invoice	10/19/2016	FIRE DEPT. SERVICES 9/2016	0.00	45.00	
	100-5104-6520		PROFESSIONAL SERVICES/		45.00	
358828489	Invoice	10/19/2016	745 TULARE SERVICES 10/2016	0.00	39.00	
	100-5618-6520		PROFESSIONAL SERVICES		39.00	
358885461	Invoice	10/19/2016	741 TULARE SERVICES 9/2016	0.00	43.00	
	100-5620-6520		PROFESSIONAL SERVICES/		43.00	
358887254	Invoice	10/19/2016	FIRE DEPT SERVICES 10/16	0.00	47.00	
	100-5104-6520		PROFESSIONAL SERVICES/		47.00	
SO 01	THE GAS CO.	10/21/2016	Regular	0.00	293.79	45237
0525 9-16	Invoice	10/19/2016	SR CENTER SERVICES 9/2016	0.00	10.76	
	100-5615-6513		GAS		10.76	
27878603740374	Invoice	10/19/2016	PRESCHOOL SERVICES 9/2016	0.00	47.64	
	269-6303-6513		GAS		47.64	
3229 9-16	Invoice	10/19/2016	580 TULARE SERVICES 9/2016	0.00	13.81	
	100-5620-6513		GAS		13.81	
3791 9-16	Invoice	10/19/2016	741.5 TULARE SERVICES 9/2016	0.00	18.61	
	100-5620-6513		GAS		18.61	
3985 9-16	Invoice	10/19/2016	741 TULARE SERVICES 9/2016	0.00	17.52	
	100-5620-6513		GAS		17.52	
4009 9-16	Invoice	10/19/2016	P.D. SERVICES 9/2016	0.00	50.86	
	100-5400-6513		GAS		50.86	
9006 9-16	Invoice	10/19/2016	CITY HALL SERVICES 9/2016	0.00	107.38	
	100-5617-6513		GAS		107.38	
9007 9-16	Invoice	10/19/2016	FIRE DEPT SERVICES 9/2016	0.00	27.21	
	100-5104-6513		GAS		27.21	
THE37	THE LINCOLN NATIONAL LIFE	10/21/2016	Regular	0.00	295.30	45238

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
39915-11-16	Invoice	10/19/2016	LONG TERM DISABILITY 11-16	0.00	295.30	
	100-5200-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		4.78	
	100-5300-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		6.30	
	100-5400-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		121.56	
	100-5410-5011	INSURANCE-MED, DEN, V	LONG TERM DISABILITY 11-16		12.70	
	100-5610-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		5.61	
	100-5617-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		7.58	
	100-5620-5011	INSURANCE-MED-DEN,VI	LONG TERM DISABILITY 11-16		7.58	
	160-5400-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		-21.25	
	203-5600-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		9.37	
	206-5600-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		9.37	
	213-5600-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		6.82	
	400-5200-5011	INSURANCE MED, DEN, VI	LONG TERM DISABILITY 11-16		8.35	
	400-5300-5011	INSURANCE- MED, DEN. V	LONG TERM DISABILITY 11-16		20.42	
	400-5600-5011	INSURANCE- MED, DEN, V	LONG TERM DISABILITY 11-16		25.96	
	401-5200-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		8.35	
	401-5300-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		20.43	
	401-5600-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		19.33	
	402-5300-5011	INSURANCE-MED, DEN,VI	LONG TERM DISABILITY 11-16		9.16	
	602-8100-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		10.50	
	602-8100-5011	INSURANCE-MED,DEN,VIS	LONG TERM DISABILITY 11-16		2.38	
	Void	10/21/2016	Regular	0.00	0.00	45239
TOR26	TORRES FENCE CO.,INC.	10/21/2016	Regular	0.00	149.88	45240
0137389-IN	Invoice	10/19/2016	VETERAN'S PARK FENCE REPAIRS	0.00	149.88	
	100-5610-6002	PARTS SUPPLIES	VETERAN'S PARK FENCE REPAIR		149.88	
BLU01	BLUE SHIELD OF CALIFORNIA	10/28/2016	Regular	0.00	7,032.22	45243
162880042512	Invoice	10/25/2016	HEALTH INSURANCE 11/16	0.00	7,032.22	
	100-22197	EMPLOYEE MEDICAL INS.	HEALTH INSURANCE 11/16		1,238.83	
	100-5200-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		114.65	
	100-5300-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		83.28	
	100-5400-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		3,044.23	
	100-5617-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		305.78	
	100-5620-5011	INSURANCE-MED-DEN,VI	HEALTH INSURANCE 11/16		305.77	
	203-5600-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		201.83	
	206-5600-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		201.83	
	400-5200-5011	INSURANCE MED, DEN, VI	HEALTH INSURANCE 11/16		200.62	
	400-5300-5011	INSURANCE- MED, DEN. V	HEALTH INSURANCE 11/16		138.81	
	400-5600-5011	INSURANCE- MED, DEN, V	HEALTH INSURANCE 11/16		201.83	
	401-5200-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		200.62	
	401-5300-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		138.82	
	401-5600-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		201.83	
	402-5300-5011	INSURANCE-MED, DEN,VI	HEALTH INSURANCE 11/16		55.53	
	402-5600-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		201.83	
	602-8100-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		57.32	
	602-8100-5011	INSURANCE-MED,DEN,VIS	HEALTH INSURANCE 11/16		138.81	
	Void	10/28/2016	Regular	0.00	0.00	45244
DEL00	DE LAGE LANDEN FINANCIAL	10/28/2016	Regular	0.00	3,647.45	45245

Check Report

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
51976257	Invoice	10/26/2016	COPIERS LEASE 11-16	0.00	3,647.45	
100-5200-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			-13.47	
100-5200-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			62.55	
100-5200-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			605.18	
100-5400-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			655.99	
100-5615-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			120.80	
100-5700-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			122.98	
269-6303-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			789.62	
368-5700-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			61.48	
400-5300-6541	LEASE CONTRACTS	COPIERS LEASE 11-16			364.00	
400-5600-6541	LEASE CONTRACTORS	COPIERS LEASE 11-16			226.45	
401-5300-6541	LEASE CONTRACTORS	COPIERS LEASE 11-16			364.00	
401-5600-6541	LEASE CONTRACTORS	COPIERS LEASE 11-16			226.39	
576-5700-6520	PROFESSIONAL SERVICES/	COPIERS LEASE 11-16			61.48	
EIN01	EINERSON'S PREPRESS	10/28/2016	Regular	0.00	375.00	45246
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
15913	Invoice	10/25/2016	RECREATE PERMIT ART	0.00	375.00	
100-5700-6520	PROFESSIONAL SERVICES/	RECREATE PERMIT ART			375.00	
EDD02	EMPLOYMENT DEVELOPMENT DE	10/28/2016	Regular	0.00	1,537.00	45247
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10475695136	Invoice	10/25/2016	UI BENEFITS 7/1 - 9/30/16	0.00	1,537.00	
100-5400-5016	UNEMPLOYMENT INSURA	UI BENEFITS 7/1 - 9/30/16 J. CRU			321.00	
100-5700-5016	UNEMPLOYMENT INSURA	UI BENEFITS 7/1 - 9/30/16 S. OR			1,216.00	
GAR22	GARZA, SUSIE	10/28/2016	Regular	0.00	400.00	45248
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/22/16	Invoice	10/27/2016	DEPOSIT REFUND 10/22/16	0.00	400.00	
100-23101	COMMUNITY CENTER RE	DEPOSIT REFUND 10/22/16			400.00	
HOM01	HOME DEPOT CREDIT SERVICE	10/28/2016	Regular	0.00	324.76	45249
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
6561045	Invoice	10/24/2016	COMM CENTER SANITARY SUPPLIES	0.00	159.64	
100-5617-6002	PARTS SUPPLIES	COMM CENTER SANITARY SUPP			159.64	
8024582	Invoice	10/24/2016	FINANCE REPAIR SUPPLIES	0.00	139.62	
400-5300-6002	PARTS SUPPLIES	FINANCE REPAIR SUPPLIES			69.81	
401-5300-6002	PARTS/ SUPPLIES	FINANCE REPAIR SUPPLIES			69.81	
8024583	Invoice	10/24/2016	P.W. MAINT. SUPPLIES	0.00	25.50	
400-5600-6002	PARTS & SUPPLIES	P.W. MAINT. SUPPLIES			25.50	
MON04	MONTES, MARICELA	10/28/2016	Regular	0.00	200.00	45250
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/17/16	Invoice	10/27/2016	EVENT DEPOSIT REFUND 10/17/16	0.00	200.00	
100-23101	COMMUNITY CENTER RE	EVENT DEPOSIT REFUND 10/17/			200.00	
MOR24	MORENO, BECKY	10/28/2016	Regular	0.00	400.00	45251
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/22/16	Invoice	10/27/2016	EVENT DEPOSIT REFUND 10/22/16	0.00	400.00	
100-23101	COMMUNITY CENTER RE	EVENT DEPOSIT REFUND 10/22/			400.00	
NGL00	NGLIC	10/28/2016	Regular	0.00	363.98	45252

Check Report

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IA562575	Invoice	10/25/2016	VISION FEES 11-16	0.00	363.98	
	100-22195	EMPLOYEE VISION INS. W	VISION FEES 11-16		182.16	
	100-5100-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		21.09	
	100-5200-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		6.27	
	100-5300-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		1.28	
	100-5400-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		101.52	
	100-5410-5011	INSURANCE-MED, DEN, V	VISION FEES 11-16		4.40	
	100-5610-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		0.85	
	100-5617-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		2.20	
	100-5620-5011	INSURANCE-MED-DEN,VI	VISION FEES 11-16		2.20	
	100-5700-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		-25.10	
	160-5400-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		-34.16	
	203-5600-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		5.49	
	206-5600-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		5.51	
	213-5600-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		0.88	
	400-5100-5011	INSURANCE, MED, DEN, V	VISION FEES 11-16		21.09	
	400-5300-5011	INSURANCE- MED, DEN, V	VISION FEES 11-16		7.15	
	400-5600-5011	INSURANCE- MED, DEN, V	VISION FEES 11-16		23.62	
	401-5200-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		6.27	
	401-5300-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		7.15	
	401-5600-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		18.61	
	402-5300-5011	INSURANCE-MED, DEN,VI	VISION FEES 11-16		3.35	
	602-8100-5011	INSURANCE-MED,DEN,VIS	VISION FEES 11-16		2.15	
	Void					
NOR01	NORTHSTAR COMMUNICATIONS	10/28/2016	Regular	0.00	0.00	45253
		10/28/2016	Regular	0.00	367.37	45254
	Payable #			Discount Amount	Payable Amount	
	1013164					
	Invoice	10/24/2016	PHONE UPDATE & REPAIRS	0.00	367.37	
	100-5200-6510	TELEPHONE/DATA/PAGER	PHONE UPDATE & REPAIRS		91.88	
	100-5700-6510	TELEPHONE/DATA/PAGER	PHONE UPDATE & REPAIRS		91.83	
	400-5300-6510	TELEPHONE/DATA & PAG	PHONE UPDATE & REPAIRS		91.83	
	401-5300-6510	TELEPHONE/ DATA/PAGE	PHONE UPDATE & REPAIRS		91.83	
OFF01	OFFICE DEPOT	10/28/2016	Regular	0.00	350.76	45255
	Payable #			Discount Amount	Payable Amount	
	868780727001					
	Invoice	10/24/2016	FINANCE OFFICE SUPPLIES	0.00	350.76	
	400-5300-6000	OFFICE SUPPLIES - FIN	FINANCE OFFICE SUPPLIES		116.92	
	401-5300-6000	OFFICE SUPPLIES	FINANCE OFFICE SUPPLIES		116.93	
	402-5300-6000	OFFICE SUPPLIES	FINANCE OFFICE SUPPLIES		116.91	
P.G01	PACIFIC GAS & ELECTRIC	10/28/2016	Regular	0.00	42,145.05	45256
	Payable #			Discount Amount	Payable Amount	
	0980-9-16					
	Invoice	10/24/2016	TRAFFIC LIGHTS 9/2016	0.00	78.01	
	200-5600-6512	ELECTRICITY	TRAFFIC LIGHTS 9/2016		78.01	
	10/14/16-0754	Invoice	STREET LIGHTS 10/2016	0.00	9,039.83	
	200-5600-6512	ELECTRICITY	STREET LIGHTS 10/2016		9,039.83	
	3756-9-16	Invoice	UTILITY SERVICES 9/2016	0.00	33,027.21	
	100-5104-6512	ELECTRICITY	UTILITY SERVICES 9/2016		401.93	
	100-5200-6512	ELECTRICITY	UTILITY SERVICES 9/2016		1,805.20	
	100-5400-6512	ELECTRICITY	UTILITY SERVICES 9/2016		693.00	
	100-5610-6512	ELECTRICITY	UTILITY SERVICES 9/2016		2,182.37	
	100-5615-6512	ELECTRICITY	UTILITY SERVICES 9/2016		593.51	
	100-5620-6512	ELECTRICITY	UTILITY SERVICES 9/2016		541.05	
	213-5600-6512	ELECTRICITY	UTILITY SERVICES 9/2016		561.93	
	269-6303-6512	ELECTRICITY	UTILITY SERVICES 9/2016		1,339.05	

Check Report

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	400-5300-6512	ELECTRICITY	UTILITY SERVICES 9/2016		2,195.37	
	400-5600-6512	ELECTRICITY	UTILITY SERVICES 9/2016		14,064.99	
	401-5300-6512	ELECTRICITY	UTILITY SERVICES 9/2016		1,097.69	
	401-5600-6512	ELECTRICITY	UTILITY SERVICES 9/2016		7,551.12	
QUI02	QUILL CORPORATION	10/28/2016	Regular	0.00	5.39	45257
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
9748676	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/25/2016	OFFICE SUPPLIES/COMM DEV.	0.00	5.39	
	100-5700-6000	OFFICE SUPPLIES	OFFICE SUPPLIES/COMM DEV.		5.39	
SEL01	SELECT BUSINESS SYSTEMS INC.	10/28/2016	Regular	0.00	1,638.74	45258
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
235283	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/24/2016	CONTRACT SERVICES 9/15-10/14/16	0.00	1,638.74	
	100-5200-6520	PROFESSIONAL SERVICES/	CONTRACT SERVICES 9/15-10/1		204.84	
	100-5400-6520	PROFESSIONAL SERVICES/	CONTRACT SERVICES 9/15-10/1		204.84	
	100-5700-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.84	
	269-6303-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.84	
	400-5300-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.84	
	400-5600-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.84	
	401-5300-6542	LEASE CONTRACTORS	CONTRACT SERVICES 9/15-10/1		204.84	
	401-5300-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.86	
	401-5600-6542	CONTRACT SERVICES	CONTRACT SERVICES 9/15-10/1		204.84	
STA04	STATE FOODS SUPERMARKET	10/28/2016	Regular	0.00	31.32	45259
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
10/25/16	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/26/2016	SENIOR MEAL SUPPLIES	0.00	28.09	
	100-5615-6504	FOOD SERVICES	SENIOR MEAL SUPPLIES		28.09	
10/6/16	Invoice	10/26/2016	SENIOR MEAL SUPPLIES	0.00	3.23	
	100-5615-6504	FOOD SERVICES	SENIOR MEAL SUPPLIES		3.23	
VER08	VERIZON WIRELESS	10/28/2016	Regular	0.00	1,633.21	45260
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
9773230288	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	10/24/2016	CELL PHONE USAGE 9/2016	0.00	1,633.21	
	100-5100-6510	TELEPHONE/DATA/PAGER	CELL PHONE USAGE 9/2016		626.56	
	100-5620-6510	TELEPHONE/DATA/PAGER	CELL PHONE USAGE 9/2016		123.98	
	100-5700-6510	TELEPHONE/DATA/PAGER	CELL PHONE USAGE 9/2016		579.78	
	400-5600-6510	TELEPHONE/DATA/PAGER	CELL PHONE USAGE 9/2016		248.99	
	401-5600-6510	TELEPHONE/DATA/PAGER	CELL PHONE USAGE 9/2016		53.90	
WEL04	WELLS FARGO FINANCIAL LEA	10/28/2016	Regular	0.00	101.23	45261

Check Report

Date Range: 10/14/2016 - 10/28/2016

Vendor Number
Payable #

Vendor Name
Payable Type
Account Number
Invoice
[100-5200-6542](#)

[5003442240](#)

Payable Date	Payable Description	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10/24/2016	PROPERT TAXES 4520 C			0.00	101.23	
	CONTRACT SERVICES		PROPERT TAXES 4520 C		101.23	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	59	0.00	199,254.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	118	64	0.00	199,254.59

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	10/2016	199,254.59
			<u>199,254.59</u>



Refund Check Register

Refund Check Detail

UBPKT00784 - KOU YANG 10-24-16

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
013-0533-002	YANG, KOU	10/24/2016	45242	112.59			112.59	Deposit
Total Refunds: 1				Total Refunded Amount:	112.59			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDIT	112.59
Revenue Total:	112.59

General Ledger Distribution

Posting Date: 10/24/2016

Fund:	Account Number	Account Name	Posting Amount	IFT
400 - WATER	400-11106	CASH POOL	-112.59	Yes
	400-13104	A/R UTILITIES	112.59	
	400 Total:		0.00	
999 - POOL FUND	999-11100	GENERAL CHECKING	-112.59	
	999-24400	DUE TO WATER	112.59	Yes
	999 Total:		0.00	
Distribution Total:		0.00		



Check Report

By Check Number

Date Range: 10/14/2016 - 10/28/2016

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PER01	CALPERS	10/28/2016	Bank Draft	0.00	12,623.41	DFT0000050
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
14844237	Invoice	10/24/2016	UNFUNDED LIABILITY PD 10-16	0.00	4,008.24	
	100-5400-5010		PERS-PENSION		3,514.14	
	160-5400-5010		PERS-PENSION		494.10	
14844249	Invoice	10/24/2016	PEPRA MISC. LIABILITY 10-16	0.00	0.41	
	400-5600-5010		PERS PENSION		0.41	
OCT. 1-14, 2016	Invoice	10/24/2016	PERS CONTRIBUTIONS	0.00	8,614.76	
	100-22104		PERS PAYABLE		3,798.98	
	100-5200-5010		PERS-PENSION		95.46	
	100-5300-5010		PERS-PENSION		42.94	
	100-5400-5010		PERS-PENSION		2,676.71	
	100-5410-5010		PERS- PENSION		87.68	
	100-5610-5010		PERS-PENSION		52.55	
	100-5617-5010		PERS-PENSION		36.39	
	100-5620-5010		PERS-PENSION		36.40	
	203-5600-5010		PERS-PENSION		74.54	
	206-5600-5010		PERS-PENSION		74.54	
	213-5600-5010		PERS-PENSION		43.10	
	400-5200-5010		PERS PENSION		118.84	
	400-5300-5010		PERS PENSION		207.46	
	400-5600-5010		PERS PENSION		340.24	
	401-5200-5010		PERS PENSION		118.84	
	401-5300-5010		PERS PENSION		207.45	
	401-5600-5010		PERS PENSION		290.30	
	402-5300-5010		PERS PENSION		96.60	
	602-8100-5010		PERS-PENSION		71.57	
	602-8100-5010		PERS-PENSION		144.17	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	1	0.00	12,623.41
EFT's	0	0	0.00	0.00
	3	1	0.00	12,623.41

Fund Summary

Fund	Name	Period	Amount
999	POOL FUND	10/2016	12,623.41
			<hr/>
			12,623.41

MINUTES
CITY OF PARLIER
CITY COUNCIL MEETING

REGULAR MEETING
WEDNESDAY OCTOBER 19, 2016

I. CALL TO ORDER/WELCOME:

The City Council Meeting of the City of Parlier was held at the Council chambers located at 1100 E. Parlier Avenue, Parlier, California 93648. Mayor Alma Beltran called the meeting to order at 6:30 p.m.

ROLL CALL:

Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaño, City Clerk Dorothy Garza.

Flag Salute: Mayor Alma M. Beltran

Invocation: Councilmember Padilla

II. ADDITIONS/DELETIONS TO THE AGENDA: None.

III. PRESENTATIONS/INFORMATIONAL: None.

A. Swearing-In Ceremony and Introduction for new full time employees David Del Bosque and Jonathon Landeros: "Oath of Office" to be administered by City Clerk, Dorothy Garza.

City Clerk Dorothy Garza administered the Oath of Office to new employees David Del Bosque the city's water and waste water system supervisor and Jonathon Landeros the City's utility maintenance II.

IV. PUBLIC COMMENTS:

PERSONS WISHING TO ADDRESS THE COUNCIL ON ITEMS WITHIN ITS JURISDICTION, BUT NOT ON THIS AGENDA MAY DO SO NOW

Note: State law allows the Council to briefly respond to questions on items raised by the public, which are not on the agenda. Government Code Section 54954.2(a). Alternatively, the Council may choose to direct staff to provide information at a following meeting. Any member of the public may comment on any matter within the jurisdiction of the City that is not on the agenda. Those wishing to comment should be recognized by the Mayor and approach the podium. Comments are limited to five (5) minutes.

The Following people had public comments:

Margaret Zamora, Michael Lopez, Lucy Pimentel,
Trino Pimentel & Mary Helen Villanueva

V. CONSENT CALENDAR:

These matters are routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested; in which case, the item will be removed from the Consent Calendar for separate action. Prior to action on the Consent Calendar, the public will be given the opportunity to comment on any consent calendar item.

The City Council:

- A. Approved the Check Reports dated September 30, 2016 through October 13, 2016.
- B. Adopted and approved Minutes dated October 05, 2016 Regular Meeting.
- C. Proclaimed November 2016 to be Pulmonary Hypertension Awareness Month and urge all the citizens of the City of Parlier to recognize the seriousness of this disease and the meritorious work of the Pulmonary Hypertension Association to find a cure.
- D. Approved the use of the Community Center for the Children Services Network and to waive the fees. They are requesting the use on November 2, 2016, April 25 or 27, 2017. They will be inviting parents as well as Daycare Providers located within the City of Parlier to provide them with training on the much needed support families need today.

*Mayor Pro Tem Villanueva pulled item D for discussion.

M/S/C: Motion to approve items A,B &C of the Consent Calendar by Padilla, 2nd by Maldonado followed by yes votes from Mayor Beltran, Montano, Mayor Pro Tem Villanueva and carried.

M/SC: After discussing item D a motion to approve was made by Maldonado, 2nd by Mayor Pro Tem Villanueva followed by yes votes from Mayor Beltran, Padilla, Montano and carried.

VI. DEPARTMENT REPORTS:

A. ADMINISTRATON DEPARMENT:

- 1. **SUBJECT:** Building and Construction Consultant Contract with WC3-PSA Agreement.

The City Council approved the contract with WC3-PSA to provide permit and construction services in the Community Development Department. Currently, the City contracts with several consultants to provide planning and review services. This would assist the Community Development Department in improving services and assisting future developers with the expertise needed to expedite the permit and construction process.

M/S/C: Motion to approve Building and Construction Consultant Contract with WC3-PSA by Mayor Pro Tem Villanueva, 2nd by Montano

Roll Call Vote: Montano yes, Padilla yes, Villanueva yes, Maldonado yes, Mayor Beltran No and carried.

2. **SUBJECT:** *Resolution No. 2016-33*, approving the Amended agreement with California Department of Education for the purpose of providing Child Care and Development Services at Parlier Academy of Excellence and authorizing the City Manager to sign the Amended 2016-2017 Fiscal Year State Preschool contract document Number: CSPP 6060 from the amount of \$826,587 to \$869,044 for an increase of \$42,457. This increase the SRR (Standard Reimbursement Rate) from \$38.53 per child per day to \$40.45.

The Council approved *Resolution No. 2016-33* approving the agreement with the California Department of Education for the purpose of providing child care and development services and authorizing the City Manager to sign Amended contract documents for the Fiscal Year 2016-2017 upon review and approval of the City Attorney.

M/S/C: Motion to approve Resolution No. 2016-33 by Maldonado, 2nd by Villanueva followed by yes votes from Mayor Beltran, Padilla, Montano and carried.

B. PLANNING DEPARTMENT:

1. **SUBJECT:** Approve Resolution 2016-34 Approving a Site Plan Review Application for the Consolidated Mosquito Abatement District.

The City Council approved **Resolution No. 2016-34** approving the Site Plan Review with Conditions.

M/S/C: Motion to approve Resolution No. 2016-34 by Villanueva, 2nd by Montano followed by yes votes from Mayor Beltran, Padilla, Maldonado and carried.

VII. COUNCIL COMMUNICATIONS/COMMENTS:

Maldonado: Supports Measure Q. We need to protect our Community.

Villanueva: Need to put public funds on the next Agenda.

Consensus from the City Council to approve adding public funds item on the Agenda.

VIII. ADJOURNMENT:

Mayor Alma Beltran adjourns the meeting at 8:43 p.m.

Resolutions adopted: 2016-33 & 34

Ordinance adopted: None.

ADA Notice: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA during normal business hours. In addition, most documents are posted on the City's website at parlier.ca.us

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



AGENDA ITEM: V-C
MEETING DATE: 11/02/16
DEPARTMENT: FINANCE

REPORT TO CITY COUNCIL

SUBJECT:

Cynthia Sandoval, Senior Center volunteer, is hosting her First Annual Pulmonary Hypertension Awareness Fundraiser, Sylvia's PHight 4 A Cure in honor of her sister who is diagnosed with the condition. It will be hosted at the Earl Ruth Park at First and 'J' St. Parlier CA, 93648 from 10:00am-3:00pm on November 20, 2016.

RECOMMENDATION:

Staff recommends the City Council approve the use of the use of the Earl Ruth Park for their First Annual Fundraiser Celebration. The group can accommodate the residents with food music and games with plenty of space.

BACKGROUND:

This will be the first time Cynthia host the fundraiser to help educate residents about pulmonary hypertension after her sister has begun her fight with hypertension pulmonary disorder.

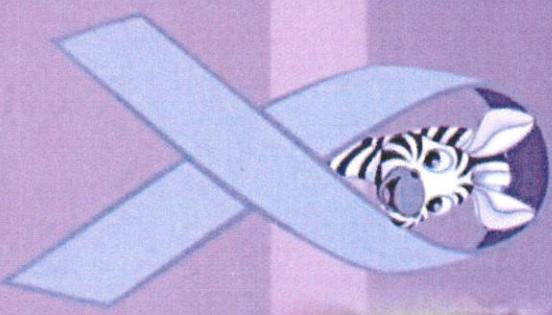
Prepared By:

Recreational Department

First Annual Sylvia's PHlight 4A Cure

Pulmonary Hypertension Awareness Fundraiser

November 20, 2016



**PARLER EARL RUTH PARK
10:00 A.M. - 3:00 A.M.**

PM

Food, Music, Games and Raffle Prizes



AGENDA ITEM: Y-D
MEETING DATE: 11-02-16
DEPARTMENT: Concent

REPORT TO CITY COUNCIL

SUBJECT:

Program Supplement No. N019 Rev. 1 to Administering Agency-State Agreement No. 06-5252R for Manning Avenue from 650 feet east of Milton to 1350 feet east of Mendocino Avenue Project.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2016-35, approving Program Supplement No. N019 Rev. 1 to Administering Agency-State Agreement No. 06-5252R and authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND:

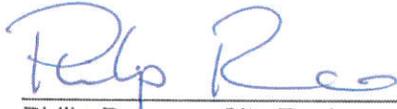
The City of Parlier has received an allocation Federal Transportation funds for the Road Reconstruction on Manning Avenue from 650 east of Milton Avenue to 1350 feet of Mendocino Avenue. The federal funds are administered through Caltrans, and the City has an existing Master Agreement to administer these projects. Each individual project requires a separate Program Supplement in order for the City to be reimbursed for expenses incurred on the project.

The allocation for funding is divided into three phases: PA&ED, PS&E and Construction, and this Program Supplement is for the Construction phase. The Construction phase is scheduled for the summer of 2017. The City cannot receive any funds programmed for the project without executing the Program Supplement.

FISCAL IMPACT:

The funds programmed for the construction phase is \$502,800.00. The City portion of this phase is \$0.00 as this project has no city match.

Prepared By:



Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:



Israel Lara, Jr., City Manager

Attachments: Resolution 2016-____
Program Supplement No. N019 Rev. 1

_____ Finance Director

_____ Attorney



_____ City Manager

RESOLUTION NO. 2016- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT NO. N019 REV. 1 TO ADMINISTERING AGENCY-
STATE AGREEMENT NO. 06-5252R AND AUTHORIZING CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Parlier is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed;

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

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follow:

1. Approve Program Supplement No. N019 Rev. 1 to Administering Agency-State Agreement No. 06-5252R for RSTPL-5252(022), Manning Avenue from 650 feet east of Milton Avenue to 1350 feet east of Mendocino Avenue.
2. Authorize the City Manager to execute all Master Agreements, Program Supplement Agreements, Fund Exchanges, Fund Transfer Agreements and/or any amendments thereto with the California Department of Transportation on behalf of the City.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 2nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Dorothy Garza, City Clerk

PROGRAM SUPPLEMENT NO. N019 Rev. 1
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO 06-5252R

Adv Project ID Date: September 30, 2016
 0615000159 Location: 06-FRE-0-PAR
 Project Number: RSTPL-5252(022)
 E.A. Number:
 Locode: 5252

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 03/08/10 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:

Manning Ave from 650' e/o Milton to 1350' e/o Mendocino Ave

TYPE OF WORK: Road Reconstruction

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z240 M240	\$502,800.00 \$50,014.00	LOCAL \$6,486.00	OTHER \$0.00
\$559,300.00				

CITY OF PARLIER

STATE OF CALIFORNIA
 Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

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:  Date 9/30/16 \$552,814.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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.



AGENDA ITEM: V-E
MEETING DATE: 11-02-16
DEPARTMENT: Consent

REPORT TO CITY COUNCIL

SUBJECT:

Program Supplement No. N016 Rev. 1 to Administering Agency-State Agreement No. 06-5252R for Manning Avenue Westbound from Newmark Avenue to Zediker Avenue Project.

RECOMMENDATION:

Staff recommends the City Council approve Resolution 2016-34, approving Program Supplement No. N016 Rev. 1 to Administering Agency-State Agreement No. 06-5252R and authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND:

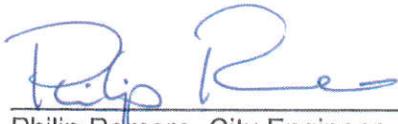
The City of Parlier has received an allocation Federal Transportation funds for the Road Rehabilitation, Reconstruction and Concrete Improvements on Manning Avenue from Newmark Avenue to Zediker Avenue. The federal funds are administered through Caltrans, and the City has an existing Master Agreement to administer these projects. Each individual project requires a separate Program Supplement in order for the City to be reimbursed for expenses incurred on the project.

The allocation for funding is divided into three phases: PA&ED, PS&E and Construction, and this Program Supplement is for the Construction phase. The Construction phase is scheduled for the summer of 2017. The City cannot receive any funds programmed for the project without executing the Program Supplement.

FISCAL IMPACT:

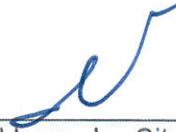
The funds programmed for the construction phase is \$752,000.00. The City portion of this phase is \$0.00 as this project has no city match.

Prepared By:



Philip Romero, City Engineer
Yamabe & Horn Engineering, Inc.

Approved By:

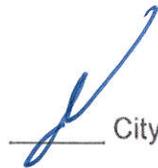


Israel Lara, Jr., City Manager

Attachments: Resolution 2016-____
Program Supplement No. N016 Rev. 1

_____ Finance Director

_____ Attorney



_____ City Manager

RESOLUTION NO. 2016- ____

CITY OF PARLIER

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER, CALIFORNIA,
APPROVING PROGRAM SUPPLEMENT NO. N016 REV. 1 TO ADMINISTERING AGENCY-
STATE AGREEMENT NO. 06-5252R AND AUTHORIZING CITY MANAGER TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Parlier is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed;

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

NOW THEREFORE, IT IS HERBY RESOLVED by the City Council of the City of Parlier as follow:

1. Approve Program Supplement No. N016 Rev. 1 to Administering Agency-State Agreement No. 06-5252R for STPL-5252(019), Manning Avenue Westbound Lanes from Newmark Avenue to Zediker Avenue.
2. Authorize the City Manager to execute all Master Agreements, Program Supplement Agreements, Fund Exchanges, Fund Transfer Agreements and/or any amendments thereto with the California Department of Transportation on behalf of the City.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting thereof held on the 2nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Dorothy Garza, City Clerk

PROGRAM SUPPLEMENT NO. N016 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5252R

Adv Project ID Date: September 21, 2016
0613000186 Location: 06-FRE-0-PAR
Project Number: STPL-5252(019)
E.A. Number:
Locode: 5252

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 03/08/10 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:

Manning Avenue Westbound lanes from Newmark Avenue to Zediker Avenue

TYPE OF WORK: Road Rehabilitation, reconstruction and improvements.

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z240 L24E	\$752,000.00 \$55,400.00	LOCAL \$0.00	OTHER \$9,000.00
\$816,400.00				

CITY OF PARLIER

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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 

Date 9/21/16

\$807,400.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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.

AGENDA ITEM: V-F

MEETING DATE: 11/2/2016

REPORT TO CITY COUNCIL

SUBJECTS:

Agreement to apply for the **2017-2018** Continued funding application with California Department of Education for the purpose of providing Child Care and Development Services at Parlier Academy of Excellence and authorizing the City Manager to sign the 2017-2018 Fiscal Year State Preschool contract documents Number: CSPP 7060

RECOMMENDATIONS:

It is recommended that the council approve Resolution No. 2016- 37 approving the Continued funding application agreement with the California Department of Education for the purpose of providing child care and development services and authorizing the City Manager to sign contract documents for the Fiscal Year 2017-2018.

Background:

This contract is effective from July 1, 2017 through June 30, 2018. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of the Reimbursable amount section of the FT&C, at a rate of \$40.45 per child per day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$869,044.00.

Prepared By:



Demetria B. Cardenas

Program Director, Parlier Academy of Excellence

Approved By:



Israel Lara Jr.

City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF PARLIER
APPROVING THE APPLICATION FOR THE CONTINUED FUNDING WITH
THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF
PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND
AUTHORIZING THE CITY MANAGER TO CONTRACT AND SIGN
DOCUMENTS FOR THE FISCAL YEAR OF 2017-2018**

BE IT RESOLVED that the City of Parlier authorizes entering into local Contract Number: CSPP 6060: Program type State Preschool and that persons who are listed below are authorized to sign transactions for the City Council of the City of Parlier:

Name: Israel Lara Jr. , Title: City Manager: Signature: _____

PASSED AND ADOPTED THIS 2nd day of November, 2016 by the City Council of the City of Parlier.

*** **

I hereby certify the forgoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Parlier at a meeting held on the 2nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dorothy Garza, City Clerk

Fiscal Year 2017–2018 Continued Funding Application

Contractors must read the accompanying instructions when completing the Continued Funding Application (CFA). Failure to accurately complete the CFA may result in a delay in the issuance of your fiscal year 2017-18 contract(s). CFA Instructions may be accessed on the CFA Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms.asp>

Section I – Contractor Information	
Legal Name of Contractor:	CITY OF PARLIER
Contractor “Doing Business As” (DBA):	PARLIER ACADEMY OF EXCELLENCE
Headquartered County:	10 Fresno
Vendor Number:	2190
Executive Director Name:	ISRAEL LARA JR
Executive Director Telephone Number:	(559)646-3545
Executive Director Fax Number:	(559) 646-8221
Executive Director E-mail Address:	ilara@parlier.ca.us
Legal Business Address:	1100 E. PARLIER AVE.
City:	PARLIER
Zip Code:	93648
Mailing Address (if different from above):	
City:	
Zip Code:	
Name of Contact Person Completing Application:	DEMETRIA B. CARDENAS
Title of Contact Person Completing Application:	PROGRAM DIRECTOR
Contact Person Phone Number:	(559)646-6800
Contact Person E-mail Address:	parlieracademy@yahoo.com

Contractor Name
CITY OF PARLIER

Vendor # County
2190 10 Fresno

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2017-18. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Center-Based Programs

- California State Preschool Program (CSPP)
 - Full-Year Part-Year
- California Center-Based (CCTR)
 - Infant/Toddler
 - School-age
- Program for Special Needs Children (Handicapped) (CHAN)
- Migrant Center-Based (CMIG) and Migrant Special services (CMSS)

Alternative Payment Programs

- Alternative Payment Program (CAPP)
- CalWORKs Stage 2 (C2AP)
- CalWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- Resource and Referral (CRRP)

Family Child Care Home Programs

- Family Child Care Home Education Network (CFCC)

Contractor Name

Vendor # County

CITY OF PARLIER

2190 10 Fresno

Section III – Contractor’s Officers and Board of Directors Information			
Does the contractor have a board of directors?		Yes <input checked="" type="radio"/> No <input type="radio"/>	
If no, please explain:		If yes, list all officers and board members. Attach additional sheets as necessary.	
Officer or Board Member Name and Title:	Telephone Number:	Mailing Address:	E-mail Address:
Alma Beltran Mayor	(559)646-3545	1100 E. Parlier Ave. Parlier Ca. 93648	almab@parlier.ca.us
Diane Maldonado Member	(559)646-3545	1100 E. Parlier Ave. Parlier Ca 93648	dianem@parlier.ca.us
Raul Villanueva Member	(559)6464-3545	1100 E. Parlier Ave. Parlier Ca. 93648	raulv@parlier.ca.us
Yolanda Padilla Member	(559)646-3545	1100 E. Parlier Ave. Parlier Ca. 93648	yolandap@parlier.ca.us
Juan Montano Member	(559)646-3545	1100 E. Parlier Ave. Parlier Ca. 93648	juanm@parlier.ca.us

Contractor Name

Vendor # County

CITY OF PARLIER

2190 10 Fresno

Section IV: Allocation of Funds	
Contractor Fiscal Contact Name:	Demetria B. Cardenas
Contractor Fiscal Contact E-mail Address:	parlieracademy@yahoo.com
Date:	10/25/2016
If you have any questions regarding this form, please contact Robert Hom, Child Development and Nutrition Fiscal Services Unit by phone at 916-322-5090 or by e-mail at RHom@cde.ca.gov.	

Contract Type:	Contract Number:
CSPP	6060
County Name:	% of Total
10 Fresno	100 %
00 Select One	%
00 Select One	%
00 Select One	%
Total	100 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
04 Butte	%
15 Kern	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
Total	0 %

Contractor Name

Vendor # County

CITY OF PARLIER

2190

10 Fresno

Section V – Program Narrative

A. The following contract types do not have programmatic or calendar changes (select all that apply). **NOTE:** Program calendars must be submitted for all contract types.

- California State Preschool Program (CSPP)
- California Center-Based (CCTR)
- Program for Special Needs (Handicapped) Children (CHAN)
- Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- Alternative Payment Program (CAPP)
- CaWORKs Stage 2 (C2AP)
- CaWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)
- Resource and Referral (CRRP)
- Family Child Care Home Education Network (CFCC)

B. The following contract types do have programmatic and/or calendar changes (select all that apply). For each contract type selected in this section, complete a separate form EESD3704A. This form is available on the CFA Web page at <http://www.cde.ca.gov/sp/cd/ci/cfaforms.asp>. **NOTE:** Program Calendars must be submitted for all contract types.

- California State Preschool Program (CSPP)
- California Center-Based (CCTR)
- Program for Special Needs (Handicapped) Children (CHAN)
- Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- Alternative Payment Program (CAPP)
- CaWORKs Stage 2 (C2AP)
- CaWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)
- Resource and Referral (CRRP)
- Family Child Care Home Education Network (CFCC)

Contractor Name	Vendor #	County
CITY OF PARLIER	2190	10 Fresno

Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as contained in California *Education Code*; *California Code of Regulations*, Title 5; and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. Exceptions to this certification are persons employed as "Program Director" or "Site Supervisor" who possesses a current Early Education and Support Division (EESD) approved Staffing Qualifications Waiver.

Signature of Authorized Representative:	
Printed Name and Title of Authorized Representative:	Isael Lara Jr.
Date of Signature:	10/25/2016
Authorized Representative Phone Number:	(559) 646-3545
Authorized Representative E-mail Address:	ilara@parlier.ca.us

Contractor Name

Vendor # County

CITY OF PARLIER

2190

10 Fresno

Section VII – Subcontract Certification

A. The following contract types do not have subcontractors (check all that apply):

- California State Preschool Program (CSPP)
- California Center-Based (CCTR)
- Program for Special Needs (Handicapped) Children (CHAN)
- Migrant Center-Based (CMIG)

B. The following contract types do have subcontractors (check all that apply). For each contract type selected, submit a separate form EESD 3704B. This form is available on the CFA Web page at <http://www.cde.ca.gov/sp/cd/ci/cfaforms.asp>.

- California State Preschool Program (CSPP)
- California Center-Based (CCTR)
- Program for Special Needs (Handicapped) Children (CHAN)
- Migrant Center-Based (CMIG)

I certify that the contractual arrangement(s) listed above are in adherence with the required subcontract provisions contained in the *California Code Regulations*, Title 5, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of Contractor's Authorized Representative:

Printed Name and Title of Contractor's Authorized Representative:

Israel Lara Jr.

Date of Signature:

10/25/2016

Authorized Representative Phone Number:

(559) 646-3545

Authorized Representative E-mail Address:

ilara@parlier.ca.us

Contractor Name	Vendor #	County
CITY OF PARLIER	2190	10 Fresno

Section VIII – Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the Contractor’s Board of Directors or other governing authority to execute this Continued Funding Application.
- On behalf of Contractor and its governing authority, we understand some information requested in this application is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by CDE until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to CDE nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that Contractor complies with all applicable program statues and regulations, including:
 - -- Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in Title 5, §18026 et. seq.
 - -- Prohibitions on conflicts of interests, including i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arms-length, and ii) employment limitations in Ed. Code §8406.9.
 - -- Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in Title 5, §18033 et. seq.
 - -- Accounting and reporting requirements in Title 5 §18063 et. seq.
 - -- Operational and programmatic requirements.

Signature of Contractor’s Authorized Representative:	
Printed Name and Title of Contractor’s Authorized Representative:	Israel Lara Jr- City Manager
Date of Signature:	10/25/2016
Authorized Representative Phone Number:	(559) 646-3545
Authorized Representative E-mail Address:	ilara@parlier.ca.us

Contractor Name	Vendor #	County
CITY OF PARLIER	2190	10 Fresno

Section IX – Required Attachments

All attachments must be completed and attached to the application. These attachments are located on the Continued Funding Application Web page at:
<http://www.cde.ca.gov/sp/cd/ci/cfaforms.asp>

A. Fiscal Year 2017–18 Program Calendar (EESD–9730)

B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

C. Payee Data Record (STD. 204) (Non-public agencies only)

D. Secretary of State (Non-public agencies only)

E. Verification of School District Name and Address

F. Program Narrative Change (EESD 3704A)

G. Subcontractor Certification (EESD 3704B)

Fiscal Year 2017-18 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
CITY OF PARLIER	2190	10 Fresno	CSPSP - Full Year

Enter an "X" for Days of Operation.

July 2017						
S	M	T	W	T	F	S
						1
2	X	4	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X					

August 2017						
S	M	T	W	T	F	S
		X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	X	X	X	X		

September 2017						
S	M	T	W	T	F	S
					X	2
3	4	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

October 2017						
S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X				

November 2017						
S	M	T	W	T	F	S
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	23	24	25
26	X	X	X	X		

December 2017						
S	M	T	W	T	F	S
					X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	25	26	27	28	29	30
31						

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

January 2018						
S	M	T	W	T	F	S
	1	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X			

February 2018						
S	M	T	W	T	F	S
				X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X			

March 2018						
S	M	T	W	T	F	S
				X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	30	31

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

April 2018						
S	M	T	W	T	F	S
1	X	X	X	X	X	7
8	X	X	X	X	X	14
15	X	X	X	X	X	21
22	X	X	X	X	X	28
29	X					

May 2018						
S	M	T	W	T	F	S
		X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	X	X	X	X	X	26
27	28	X	X	X		

June 2018						
S	M	T	W	T	F	S
					X	2
3	X	X	X	X	X	9
10	X	X	X	X	X	16
17	X	X	X	X	X	23
24	X	X	X	X	X	30

Days of Operation

Days of Operation

Days of Operation

Quarterly Subtotal

Total Days of Operation

EESD Consultant Initials _____

Date approved by EESD Consultant _____

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **City of Parlier (2190)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **City of Parlier (2190)** as of the date this certification was signed.

Program Director/Authorized Representative Signature Date Signed

Israel Lara Jr.

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Demetria Cardenas

Date Generated: 10/14/2016

Assigned CDD Consultant: Joe Martinez

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Contractor Name	Vendor #	County
CITY OF PARLIER	2190	10 Fresno

Form EESD 3704A: Program Narrative Change	
Contract Type:	California State Preschool Program (CSPP)

Calendar (MDO) Change Programmatic Change

1. Identify the program component for which you are requesting a change.

NO CHANGE

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

NO CHANG

3. Describe the proposed change, and how services will be improved if the change is implemented.

NO CHANGE

Contractor Name
 CITY OF PARLIER

Vendor # County
 2190 10 Fresno

Form EESD 3704B: Subcontract Certification				
Contract Type: California State Preschool Program (CSPP)				
Contract MRA: \$ 868,044				
Total Percentage of MRA Subcontracted: 0				
Subcontractor #1				
Subcontractor Legal Name:		N/A		
Does this subcontractor also contract with EESD?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1.			00 Select One	
2.			00 Select One	
3.			00 Select One	
4.			00 Select One	
Subcontractor #2:				
Subcontractor Legal Name:				
Does this subcontractor also contract with EESD?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1.			00 Select One	
2.			00 Select One	
3.			00 Select One	
4.			00 Select One	

Contractor Name

Vendor # County

CITY OF PARLIER

2190

10 Fresno

Section Number*	Section Description	Page Number	Box
Section I	Contractor Information	1	<input checked="" type="checkbox"/>
Section II	Contract Types	2	<input checked="" type="checkbox"/>
Section III	Contractor's Officers and Board of Directors Information	3	<input checked="" type="checkbox"/>
Section IV	Allocation of Funds	4	<input checked="" type="checkbox"/>
Section V	Program Narrative Change	5	<input checked="" type="checkbox"/>
Section VI*	Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks	6	<input checked="" type="checkbox"/>
Section VII*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VIII*	Contractor Certification	8	<input checked="" type="checkbox"/>
Section IX: Required Attachments			
Section IX A.	Program Calendar (EESD-9730) (one for each contract type)	9	<input checked="" type="checkbox"/>
Section IX B.*	Certification of Contractor Information in the Child Development Management Information System (CDMIS) Data Base	9	<input checked="" type="checkbox"/>
Section IX C.*	State of California, Payee Data Record (STD.204) (non-public agencies only)	9	<input checked="" type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	9	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search	9	<input type="checkbox"/>
Section IX F.	Program Narrative Change EESD 3704A	Insert after Page 5	<input checked="" type="checkbox"/>
Section IX G.	Subcontract Certification EESD 3704B	Insert after Page 7	<input checked="" type="checkbox"/>
*Bolded sections require a signature.			



AGENDA ITEM: VI-A1
MEETING DATE: 09/07/2016
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Southeast Regional Disposal Site Financial Obligation,

RECOMMENDATION:

Honorable Mayor and Councilmembers:

City staff is recommending you approve the "Blended" cost table that takes a portion of the landfill ownership into account. Based on the Blended cost table the City of Parlier will be obligated to pay 4.4% of the share which is equivalent to \$ 5,668.00 for fiscal year 2017/2018. I have provided the table for years 18/19, 19/20, and 20/21 for your review.

BACKGROUND:

The City of Parlier, along with cities of Kingsburg, Selma, Orange Cove, Fowler, Reedley, Sanger and County of Fresno, own the closed Southeast Regional Disposal Site (SERDS) located at the corner of S. Academy and E. Dinuba Avenues in Selma, CA. The seven cities and County of Fresno executed a Joint Powers Agreement (JPA) in 1970 to manage the solid waste generated within the SERDS area, and to ensure appropriate funding for the operation of the disposal site.

Please see attachment from County Fresno for further background information and the breakdown of the Blended cost to each city. City of Parlier will be paying based on the "Blended" formula.

County of Fresno, as the administering agency of the JPA, is also requesting that each JPA member agency budget the anticipated funding for each fiscal year. The County of Fresno will, at the start of FY 2017/2018, invoice each JPA member agency for 100% percent of the anticipated funding for FY 17/18.

Prepared by,

Israel Lara Jr. City Manager

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Monday, April 6, 1970

1 IN THE MATTER OF SOLID WASTE) 2 DISPOSAL FACILITIES FOR THE) 3 SOUTH AND SOUTHEAST PORTION) 4 OF FRESNO COUNTY) 5 -----)	CITY AND COUNTY OWNED, AND COUNTY OPERATED SITES...APPROVED - - COUNTY COUNSEL DIRECTED TO PREPARE JOINT POWERS AGREEMENT WITH CITIES
---	---

6 The Fresno County Board of Supervisors met in a regular
 7 adjourned meeting this day, April 6th, 1970, with interested parties
 8 of the private and public agencies, staff of the Fresno County
 9 Public Works Department, Health Department and Legal Counsel being
 10 in attendance to resolve the problem as to whether or not a private
 11 or public agency is to own and operate the Sanitary Landfill
 12 facilities within Fresno County, and what class of materials are
 13 to be accepted.

14 In a report dated March 23rd, 1970, resubmitted this
 15 date, the recommendation of the Department of Public Works is to
 16 the effect that a public agency operating the disposal system
 17 would be the best guarantee that there would not be a breakdown
 18 in the operation, with original outlays to be kept to a minimum by
 19 leasing all movable equipment and lease payments, as well as
 20 operating costs, to be paid for out of user fees.

21 The following procedures were recommended:

22 1. The county enter into a Joint-Powers Agreement with the cities
 23 of Orange Cove, Reedley, Sanger, Kingsburg, Selma, Parlier and
 24 Fowler for the purchase of land and capital improvements for the
 25 maintenance of a solid wastes disposal facility for all types of
 26 solid wastes located to provide, as much as possible, an equitable
 27 haul distance for all parties concerned. The opening date to be
 28 as close to July 1st, 1970 as possible.

29 2. Funds for the acquisition of approximately 75 to 85 acres of
 30 land shall be apportioned between the County and the various cities
 31 according to the following formula:

32 County 51.0 percent, Sanger 13.3 percent, Reedley 10.7
 percent, Selma 10.4 percent, Orange Cove 4.8 percent,
 Kingsburg 4.3 percent, Fowler 3.1 percent and Parlier
 2.4 percent.

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Monday, April 6, 1970

- 1 RE: Solid waste disposal facilities for the south and south-
- 2 west portion of Fresno County.....continued
- 3 3. The County will prepare the development plan, the operational
- 4 requirements and the ultimate use plan for the site. In addition,
- 5 the County will be the applicant of record for discharge
- 6 standards to be assigned the site by the Regional Water Quality
- 7 Control Board.
- 8 4. The County will install the necessary physical features for
- 9 the site: landscaping, fencing, water supply, access roads and
- 10 weighing scales; and will be required to maintain all site
- 11 improvements.
- 12 5. The Agreement for the operation will contain such requirements
- 13 that the Cities and County deem necessary to protect the interests
- 14 of the public, such as:
- 15 a) Hours of operation: 7:00 A.M. to 6:00 P.M.
- 16 b) Days of Operation: 7 days a week, excepting specific
- 17 holidays (those generally
- 18 observed by the Cities and
- 19 County.)
- 20 c) Class of materials to be accepted.
- 21 6. A Use Fee will be charged at the gate to cover the cost of the
- 22 County's operation and repayment to the Cities and the County for
- 23 the cost of land acquisition and Capital Improvements, together
- 24 with the cost of County operation of the weighing scale.
- 25 7. That an analysis of the effects of this proposal upon Solid
- 26 Wastes Industries' operation of the Del Rey Transfer Station should
- 27 be made to determine if a financial settlement is in order.
- 28 A motion by Supervisor Cassidy to permit private industry
- 29 to operate the actual disposal procedures on County owned land
- 30 failed for lack of a second.
- 31 Thereafter, upon motion of Supervisor Cassidy, seconded
- 32 by Supervisor Krebs, and carried, approval was granted for

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Monday, April 6, 1970

1 RE: Solid waste disposal facilities for the south and south-
 2 west portion of Fresno County.....continued
 3 governmental purchase of the land and operation by the County of
 4 Fresno; and, the above entitled matter was referred to County
 5 Counsel to prepare and draft a Joint Powers Agreement for sub-
 6 mission to the respective Cities.

7 ADOPTED by the Fresno County Board of Supervisors this
 8 6th day of April, 1970, by the following vote, to wit:

- 9 AYES: Supervisors Cassidy, Krebs, Reich
 10 NOES: Supervisors Ventura and Graven
 11 ABSENT: None

--M--

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1 JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO, THE CITIES
2 OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER AND
3 PARLIER

4 This Agreement made and entered into this 18th day of
5 May, 1970, between the County of Fresno, a political subdivision
6 of the State of California, hereinafter sometimes referred to as
7 County, the City of Sanger, the City of Reedley, the City of Selma,
8 the City of Orange Cove, the City of Kingsburg, the City of Fowler,
9 and the City of Parlier, all municipal corporations, namely,
10 general law cities within the said County of Fresno;

11 W I T N E S S E T H:
12

13 ARTICLE I. Nature and Authority for Agreement. It is
14 agreed that each of the parties are public agencies within the
15 meaning of Section 6500 of the Government Code of the State of
16 California and that they have in common the legal power to
17 acquire, develop, maintain, operate, dispose of and replace a
18 solid waste disposal site and related facilities and equipment
19 and pursuant to the point operation of powers provision of said
20 Section 6500 et seq. of the Government Code of the State of
21 California by these presents have entered into this joint powers
22 agreement.

23 ARTICLE II. Purpose, Consideration and Powers. The
24 parties agree the present provisions for the disposal of solid
25 waste material originating in the unincorporated area of Fresno
26 and the several incorporated cities party to this agreement and
27 the unincorporated suburban and rural areas lying adjacent thereto
28 are inefficient, costly, and inadequate for present needs and
29 will be wholly unsatisfactory in the future, particularly in view
30 of the ever increasing volume of such material which must be
31 disposed of; that the most effective, efficient and least costly
32 method of procuring and operating such a facility is for the

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1 parties hereto to jointly acquire, develop and provide for the
 2 operation of such facility in a manner as will be most equitable,
 3 economical, sanitary, expedient, convenient and compatible with
 4 the public health, safety and well-being, and to that end the
 5 parties hereto pursuant to this agreement shall have all the
 6 powers which may be jointly exercised pursuant to said Section
 7 6500 et seq. of the Government Code subject to the express con-
 8 ditions, limitations and procedures herein in this agreement pro-
 9 vided. The area hereinabove referred to proposed to be served by
 10 this agreement is more particularly described by a map thereof
 11 annexed hereto marked Exhibit A and made a part hereof, which said
 12 area may be herein referred to as the intended service area.

13 ARTICLE III. Administering Agency. Subject to the
 14 specific conditions and limitations herein provided, the County of
 15 Fresno, by and through its Board of Supervisors and regular county
 16 departments, shall be the agency which shall administer this agree-
 17 ment. In pursuance thereof it shall possess the common power
 18 specified in this agreement to contract and acquire property real
 19 and personal to be held in the name of the county for the benefit
 20 of the joint powers, employ agents and employees, and develop,
 21 maintain and operate sites and facilities for the purposes hereof.

22 ARTICLE IV. Advisory Board. There shall be an advisory
 23 board consisting of eleven persons, two to be appointed by the
 24 Board of Supervisors, one each to be appointed by the City Councils
 25 of the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg,
 26 Fowler and Parlier, and the Health Officer of the County of Fresno
 27 and the Public Works Director of the County of Fresno shall serve
 28 ex-officio. The advisory board shall select a chairman, vice
 29 chairman and secretary, shall establish times for regular meetings,
 30 may hold special meetings at the call of the chairman or any three
 31 members and shall conduct its proceedings according to Robert's
 32 Rules of Order as last revised. The advice of the advisory board
 shall be binding on the administering agency as to site location,

COUNTY OF FRESNO
FRESNO, CALIFORNIA

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1 cost thereof, fees to be charged for site use, nature and extent
2 of development, annual operating budget, return of contributions
3 and ultimate use and disposal of the site. As to all other matters
4 it shall be advisory only.

5 ARTICLE V. Site Acquisition. Subject to the advice of
6 the advisory board, the agency shall acquire a site of suitable
7 size and location somewhere in the southeastern portion of the
8 County of Fresno at a location which will be most convenient to
9 the areas to be served and which is suitable for sanitary land
10 fill disposal methods.

11 ARTICLE VI. Contributions of Parties and Ownership of
12 Site. The parties shall contribute to the cost of the site, its
13 original development and an initial working capital revolving fund
14 sufficient to operate the facility for a period of ninety days
15 in the following proportions:

16	County of Fresno	51 %
17	City of Sanger	13.3%
17	City of Reedley	10.7%
17	City of Selma	10.4%
18	City of Orange CoVA	4.8%
18	City of Kingsburg	4.3%
19	City of Fowler	3.1%
20	City of Farlier	2.4%

21 In the event at any time due to an insufficient fee rate, inability
22 to collect fees or otherwise the working capital revolving fund
23 is deemed insufficient by the operator, the parties shall make an
24 additional contribution thereto in the same proportions. The
25 facility, including the site, shall be deemed to be owned by the
26 parties in proportion to their contributions herein specified.

27 ARTICLE VII. Site Operation. It is agreed that the
28 county will be the operator of the site and as such it will prepare
29 the development plan, the operational requirements and an ultimate
30 use plan for the site. It will be the applicant of record for
31 discharge standards to be assigned the site by the Regional Water
32 Quality Control Board. It will plan and install the necessary

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1 physical features for the site such as landscaping, fencing, water
2 supply, access roads and weighing scales. As operator of the
3 site the county shall furnish and use its own personnel and equip-
4 ment and shall operate the site in a sanitary land fill disposal
5 method with the best approved standards and practices therefor.

6 ARTICLE VIII. Right of Use and Fees. Any person, firm,
7 or public agency party hereto serving any city party hereto or
8 the unincorporated area of the county within the intended service
9 area shall have the right to dispose of refuse at the disposal site
10 upon paying the fees and complying with the rules and regulations
11 of the operator. The operator shall refuse to permit any person,
12 firm or public agency the right to dispose of refuse at the site
13 if in the opinion of the operator the refuse does not originate
14 within the County of Fresno or such person, firm, or public agency
15 fails to pay the required fees or comply with the rules and
16 regulations of the operator. The operator may permit the
17 disposal of refuse arising within the County of Fresno outside
18 the intended service area if in the opinion of the operator such
19 would be of benefit to the operation of the facility. The operator,
20 upon the advice of the advisory board, shall establish a schedule
21 of fees for the right to dispose of solid waste material on the
22 site and for this purpose may establish classes for such material
23 with different charges for different classes of materials and a
24 surcharge for material arising from the outside of the intended
25 service area. The advisory board and the operator shall establish
26 such fees as aforesaid as will (1) repay the operator the current
27 cost of maintenance, including administration, overhead, depre-
28 ciation or amortization of its costs of equipment, (2) repay within
29 such time as the advisory board may determine, the initial working
30 capital contribution of the parties to the working capital re-
31 volving fund, (3) amortize the cost of the site and its develop-
32 ment over the estimated useful life of the site for the intended

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1 purpose, and (4) establish a fund which in the judgment of the
2 advisory board will be sufficient to replace the site when it has
3 been completely used up for disposal services.

4 ARTICLE IX. Funds. All funds received from the parties
5 pursuant to any provision of this agreement or from the operation
6 of the facility shall be deposited with the County Treasurer and
7 shall be disbursed by county warrant in the usual manner or upon
8 the order of the Board of Supervisors. The county shall, for
9 purposes of administration and accounting, establish an enterprise
10 fund. Income from the operation of the facility shall be disbursed
11 as follows:

12 First: To the county as reimbursement for current operation
13 and maintenance including amortization of the cost of equipment;

14 Second: To the county and cities in proportion to their con-
15 tributions as set forth in Article VI hereof as repayment for the
16 original site acquisition and development costs and contribution
17 to working capital fund, such disbursement to be at such time or
18 times as the advisory body may authorize.

19 ARTICLE X. Duration of Agreement, Withdrawal and Amend-
20 ment. This agreement shall continue for an indefinite term and
21 until terminated in accordance with this article. The parties
22 hereto shall cause this agreement to be terminated at the written
23 request of the governing body of at least five members hereto.
24 It may be amended at any time, including the addition of new
25 parties, by the unanimous consent of the governing bodies of all
26 parties hereto. A party hereto may withdraw from this agreement
27 by the governing body thereof giving to the other parties one
28 year's written notice of such intention to withdraw, however, in
29 the event of such withdrawal, the undivided and undisbursed assets
30 creditable to such party shall remain in the control and use of
31 the remaining parties until disbursed as provided in Article IX
32 hereof as though said party remained a member, however, such with-

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1 drawing party shall incur no further liability on account of this
2 agreement. Upon termination of this agreement, all remaining
3 assets acquired pursuant hereto shall upon liquidation be dis-
4 bursed to the parties hereto in proportion to their contribution
5 as set forth in Article VI hereof.

6 IN WITNESS WHEREOF, the parties hereto pursuant to
7 resolutions of their respective governing boards have caused this
8 joint powers agreement to be executed as of the day and year first
9 hereinabove written.

10 COUNTY OF FRESNO

11 By *Verlynn M. ...*
12 Chairman, Board of Supervisors

14 CITY OF SANGER

15 By *Richard C. ...*
16 Mayor

CITY OF REEDLEY

By *David ...*
Mayor

17 CITY OF SELMA

18 By *John B. ...*
19 Mayor

CITY OF ORANGE COVE

By *Donald C. ...*
Mayor

20 CITY OF KINGSBURG

21 By *Ann ...*
22 Mayor

CITY OF FOWLER

By *John R. ...*
Mayor

23 CITY OF PARLIER

24 By *Gary ...*
25 Mayor

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1 S.F. SOLID WASTE DISPOSAL SITE JOINT POWERS AGREEMENT.....
2 Continued

3
4 in the following proportions:

5	County of Fresno	.....	51%
6	City of Sanger	.....	13.3%
7	City of Reedley	.....	10.7%
8	City of Selma	.....	10.4%
9	City of Orange Cove	..	4.8%
	City of Kingsburg	...	4.3%
	City of Fowler	.....	3.1%
	City of Earlier	.....	2.4%

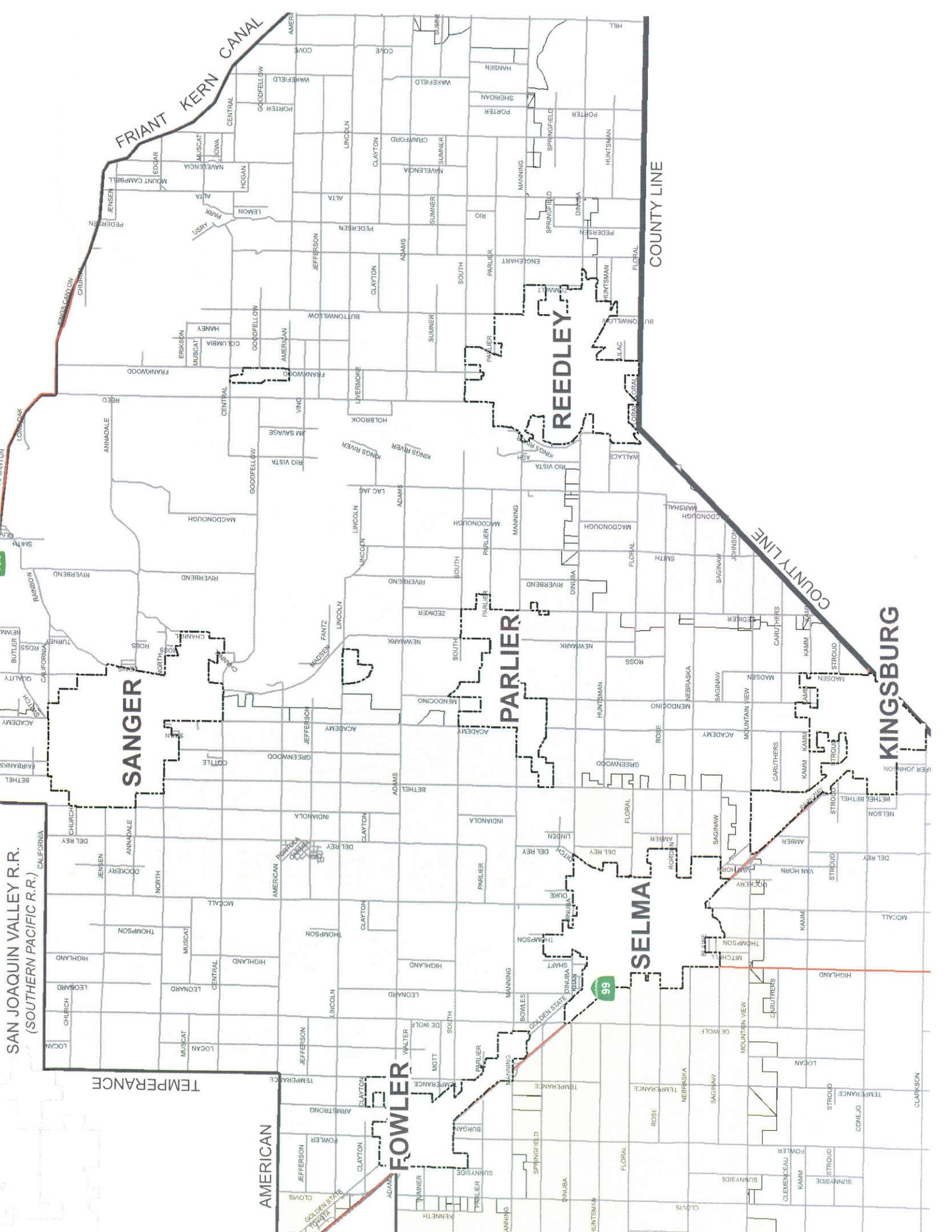
10 together with other terms and conditions more fully set forth
11 in the Joint Powers Agreement now on file with the Fresno
12 County Board of Supervisors,

13 NOW, THEREFORE, upon motion of Supervisor Cassidy,
14 seconded by Supervisor Krebs, and carried, the Chairman of the
15 Fresno County Board of Supervisors is authorized and directed
16 to execute the aforementioned Joint Powers Agreement with the
17 Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg,
18 Fowler and Earlier to provide for a solid waste disposal site
19 and related facilities and equipment pursuant to the joint
20 powers provision of said Section 6500 et seq. of the Government
21 Code.

22 ADOPTED by the Fresno County Board of Supervisors
23 this 18th day of May, 1970, by the following vote, to wit:

- 24 A YES: Supervisors Cassidy, Krebs, Welch, Craven
- 25 NOES: Supervisor Ventura
- 26 ABSENT: None

27
28
29
30
31
32



SAN JOAQUIN VALLEY R.R.
(SOUTHERN PACIFIC R.R.)

FRIANT KERN CANAL

SANGER

PARLIER

SELMA

FOWLER

REEDLEY

COUNTY LINE

COUNTY LINE

KINGSBURG

99

TEMPERANCE

AMERICAN

GOLDEN STATE

CLAYTON

ADAMS

WALTER

DE WOLF

MOTT

SOUTH

PARLIER

MANNING

BOWLES

TEMPERANCE

COUNTY LINE

PEDERSEN

JENSEN

MOUNT CAMPBELL

EDGAR

NAVENA

MUSCAT

ALTA

PARK

LEMON

HIGGAN

AMERICAN

JEFFERSON

PEDERSEN

CLAYTON

ADAMS

SOUTH

PARLIER

ENGELHART

MANNING

SPRINGFIELD

HUNTSMAN

PORTER

PORTER

PORTER

PORTER

PORTER

PORTER

PORTER

PORTER

PORTER

REED

ANNADALE

CENTRAL

GOODFELLOW

FRANKWOOD

AMERICAN

JEFFERSON

FRANKWOOD

SMITH

RIVERBEND

FAIRBANKS

BETHEL

ACADEMY

LOCAN

MUSCAT

TEMPERANCE



AGENDA ITEM: V1-A2
MEETING DATE: 11/02/2016
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Backflow Program agreement with Mountain Valley Environmental Services, Inc.,

RECOMMENDATION:

Honorable Mayor and Councilmembers:

The recommendation is for the city council to review and approve the consultant agreement with Mountain Valley Environmental Services, Inc... to provide Back Flow and Management.

BACKGROUND:

The City of Parlier in the pass has consulted with other consultants to provide backflow inspections for the City of Parlier. This type of service does not require a RFP process. This agreement shall take effect on the date the council approves the agreement.

The purpose of the agreement is to provide backflow program and management of the program for the City of Parlier and to provide maintenance and annual testing of the City owned backflow device.

Scope of work:

Responsibilities for MVES will be,

MVES will provide the labor, software and materials to provide and maintain a Backflow Program for the City of Parlier.

MVES will provide management and oversight for the Backflow Program. See agreement for detail "Scope of Work".

Responsibility of City,

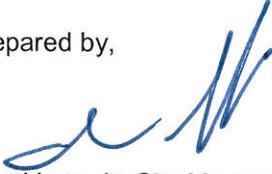
City shall provide MVES with any new information regarding the Backflows with-in the city. Please see agreement for detailed responsibility of the city.

Staff has provided the council with a copy of agreement for review.

Fiscal Impact:

City shall compensate MVES for the annual amount of \$ 9,750.00 for the first to start the program and after the first year completion the compensation will be \$ 7,150.00 for each year fo the agreement following the fire year. Please see section (7) under compensation for further details.

Prepared by,

A handwritten signature in blue ink, appearing to read 'Israel Lara Jr.', written over a horizontal line.

Israel Lara Jr. City Manager



Backflow Program and Management Agreement

For

City of Parlier

By

Mountain Valley Environmental Services, Inc.

21089 Forest Glen Rd
Madera CA 93638
(559) 479-5040
RJohnson@MVEEnvironmental.com



RE: Scope of Services Agreement
Backflow Program Management for City of Parlier

This Agreement is to provide professional services between Mountain Valley Environmental Services, Inc., a California corporation, 21089 Forest Glen Rd, Madera, California 93638, hereinafter referred to as **MVES**, and the City of Parlier, 1100 E. Parlier Ave., Parlier, California 93648, hereinafter referred to as **CITY**.

1. Term

This Agreement shall take effect on the _____ day of October, 2016, and shall continue in effect for a period of three (3) years, including a three (3) year automatic renewal, unless terminated by either party prior to the end of this Agreement.

2. Purpose of Agreement

To provide a Backflow Program and management of the program for the City of Parlier and to provide maintenance and annual testing of the City owned backflow devices.

3. Scope of Services

Responsibilities of MVES

MVES will provide the labor, software and materials to provide and maintain a Backflow Program for the City of Parlier:

- i. Management and oversight of the Backflow Program
 - a. Provide backflow program management software with license
 - b. Initial setup and data input into the program for up to two hundred fifty (250) devices.
 - c. Create and mail the annual backflow testing letters.
 - d. Receive backflow device testing results and update backflow program
 - e. Create and mail follow up letters as needed.
 - f. Update program with newly installed devices when data is received from the City.

- ii. Annual report to the City of Parlier
 - a. Number of backflow devices tested.
 - b. Number of backflow devices failed and repaired or replaced.
 - c. Number of new backflow devices installed
- iii. The Project Manager (PM), Randy Johnson, will work with the Public Works Director and his administrative staff to keep the program updated with any additions or other changes to the backflow devices within the City.
- iv. Backflow Testing Services – All CITY owned backflow devices shall be tested by MVES annually at the rate \$55 per device. Any repairs needed to make the device pass will be at additional cost.
- v. Other Services-To the extent that onsite services, regular or emergency, are provided, such additional services must be provided on an as-needed basis at an additional hourly rate as specified herein. Any services provided after normal working hours will also be subject to additional hourly rates, mileage charges and other travel costs.

Responsibilities of CITY

CITY shall provide the following as part of the Scope of Services.

- i. Notification of any changes or additions to number of backflow devices in the City's water system.
- ii. Availability of CITY staff for additional help as needed.
- iii. Timely availability and cooperation of CITY staff as needed for submission of required reports.

4. Indemnification

To the furthest extent allowed by law, MVES shall indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of MVES, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement or otherwise, and any claims made against CITY alleging civil rights violations by MVES under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for MVES' failure to provide independent contractor form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

To the furthest extent allowed by law, CITY shall indemnify, hold harmless, and defend MVES and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CITY, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring during this Agreement or any extension hereof.

5. Insurance Types and Limits

MVES, at its sole cost and expense, shall procure and maintain for the duration of this Agreement, the following types and limits of insurance:

Type	Limits	Type	Limits
Commercial General Liability	\$1,000,000/occurrence. \$3,000,000 Aggregate	Environmental Coverage	\$1,000,000/occurrence. \$3,000,000 Aggregate
Workers Compensation	Statutory limits.	Professional Liability	\$1,000,000 per incident

The Certificate of Insurance for commercial general liability must name the CITY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds, indicate that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the CITY shall be excess. If at any time during the life of the Agreement or any extension, MVES or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement may be suspended or discontinued immediately upon notice to MVES, and all payments due or that become due to MVES shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve MVES of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

6. Termination of Agreement

Either party may terminate this Agreement upon receipt of ninety (90) days written notice from one party to the other. In the event of such termination, CITY shall pay MVES consulting fees for all services provided by MVES prior to the date CITY gives notice of termination. All reports normally prepared by MVES under this Agreement shall be due on and cover, and must be prepared by MVES no later than, the last business day before termination of the Agreement. In the event that CITY terminates this Agreement and the date of termination falls within a calendar month, CITY will pay to MVES a prorated portion of the monthly flat rate amount by the last day of the calendar month containing the date of termination. Termination of this Agreement shall not relieve CITY's obligation to timely pay any other amounts billed by MVES for services rendered and supplies purchased prior to the termination of the Agreement. CITY will not pay lost anticipated profits or other economic loss. All payments by CITY are conditioned upon receipt from MVES of any and all pending reports, plans, specifications and other documents prepared by MVES in accordance with this Agreement. No sanctions will be imposed.

7. Compensation

(a) CITY shall compensate MVES for the annual amount of nine thousand, seven hundred fifty dollars (\$9,750.00) for the first year of the Agreement. CITY shall compensate MVES for the annual amount of seven thousand, one hundred fifty dollars (\$7,150.00) for each year of the Agreement following the first year. All other amounts due and payable hereunder (extra hours, travel, supplies) shall be paid by CITY within thirty (30) days of MVES's billing for the same.

(b) Annual adjustment to the contract shall be made if the quantity of the backflow devices in the city change by more than 10%. City owned backflows are not included in this count.

(c) Additional Work: Any additional work will be billed at the rate of eighty-five dollars (\$85) per hour, provided that such time is clearly documented. MVES must obtain prior approval to work additional time from the General Manager or his/her designee unless prevented by an emergency involving a danger to the health and safety of the public or of significant property damage. Emergency responses after normal working hours (as defined below) will be billed at an hourly rate not to exceed time and one half (1.5), or ninety-seven and one-half dollars (\$97.50).

(d) The annual service fee shall be adjusted per the percentage change of "All Urban Users" column of the California Consumer Price Index at www.dir.ca.gov/OPRL/CPI/EntireCCPI.PDF on the contract anniversary each year.

8. Compliance with Law.

In providing the services required under this Agreement, MVES shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

9. Entire Agreement Represented.

This Agreement represents the entire agreement between MVES and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

//
MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC., a California corporation

Date: 10/14/16

By: 
Randy D. Johnson

Title: President

LATON COMMUNITY SERVICE DISTRICT

Date: _____

By: Domingo Morales

Title: Public Works Director

Israel Lara

From: Sophia Cisneros
Sent: Wednesday, October 26, 2016 10:55 AM
To: Israel Lara
Subject: FW: Backflow Program Management Agreement
Attachments: MVES-Parlier Backflow Program Proposal.pdf

Israel, here is the latest email that I have from Randy Johnson. Domingo let me know that he erased the "Laton" on the one he gave you.

Sophia Cisneros
City of Parlier - Public Works Dept.
780 Tulare St, Parlier CA 93648
Ph: (559) 646-3700
Fax: (559) 254-5165

From: Randy Johnson [<mailto:rjohnson@mvenvironmental.com>]
Sent: Friday, October 14, 2016 3:26 PM
To: Domingo Morales
Cc: Sophia Cisneros
Subject: Backflow Program Management Agreement

Hi Domingo

Attached is the updated agreement for the backflow program. I have adjusted it for the additional backflows and added in that I will be testing and maintaining the City owned backflow devices and gave you a 5% discount off the program management. Please sign it and I will pick it up next week when I start testing the City owned devices.

I have started inputting the data into the program and will have letters ready next week and we will get them mailed when I have the signed agreement.

Also, would you prefer monthly or quarterly invoices for the program management?

Let know if you have any questions or comments.

Thanks,

Randy

Randy D. Johnson
Mountain Valley Environmental Services, Inc
(209) 484-5003
Rjohnson@MVEnvironmental.com

[Spam](#)

[Phish/Fraud](#)

[Not spam](#)

[Forget previous vote](#)



AGENDA ITEM: VI-A3
MEETING DATE: 11/02/2016
DEPARTMENT: Administration

REPORT TO CITY COUNCIL

SUBJECT:

Provost & Pritchard consultant Services Agreement for City Planning Services,

RECOMMENDATION:

Honorable Mayor and Councilmembers:

The recommendation is for the city council to review and approve the consultant agreement with Provost & Prithcard for Planning Services.

BACKGROUND:

The City of Parlier currently contracts planning services with “Land Use Associates”. The owner of “Land Use Associates” (Bruce O’Neal) has retired. Mr. O’Neal is working with the city until the city can find a replacement for the planning services. Provost & Pritchard has provided a consultant agreement for your review. A representative from Provost & Pritchard will be in attendance to address any questions from the council. Staff is asking the council for approval for planning services from Provost & Pritchard. Provost & Pritchard has not begun to do any work for the city at this time.

Staff has provided the council with a copy of the agreement from “Land Use Associates” and a copy of the agreement and schedule fee from Provost & Pritchard for review.

Prepared by,

Israel Lara Jr. City Manager



286 W. Cromwell Avenue
Fresno, CA 93711-6162
(559)449-2700
FAX (559)449-2715

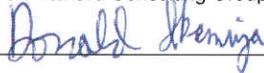
CONSULTANT SERVICES AGREEMENT

CLIENT	<u>City of Parlier</u>	PROJECT NO.	_____
ATTENTION	<u>Israel Lara, Jr., City Manager</u>	TELEPHONE	<u>559.646.3545 Ext. 232</u>
BILL TO	<u>Israel Lara, Jr., City Manager</u>	FAX	_____
BILLING ADDRESS	<u>1100 E. Parlier Avenue</u>	E-MAIL	<u>ilara@parlier.ca.us</u>
CITY, ZIP CODE	<u>Parlier, CA</u>	DATE DESIRED	_____
PROJECT TITLE	<u>City Planning Services</u>	BASIS OF FEE	_____

DESCRIPTION OF SERVICES: City planning services at the request of the City Manager or designee. May include review and processing of planning applications; coordination and correspondence with City Manager, Building Official, City Engineer, and related staff persons; and preparation of reports, resolutions, ordinances, and other written materials for use by City staff. Planning services to be performed at an hourly rate of \$120. Other staff (GIS, engineering, survey, clerical, etc.) utilized as needed to perform planning functions with the authorization of the City Manager or designee, would be invoiced on a time and materials basis consistent with the Provost & Pritchard Fee Schedule in effect at the time services are rendered.

PROJECT LOCATION City of Parlier and its sphere of influence

THE PROVISIONS SET FORTH BELOW AND ON THE REVERSE SIDE HERETO ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT. IN SIGNING, THE CLIENT ACKNOWLEDGES THAT THEY HAVE READ AND APPROVED ALL SUCH TERMS AND HIRES ENGINEER TO PERFORM THE ABOVE DESCRIBED SERVICES.

Client	<u>City of Parlier</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By <u></u>
Name/Title	<u>Israel Lara, Jr., City Manager</u>	Name/Title <u>Donald T. Ikemiya, Vice President RCE 56630</u>
Date Signed	_____	Date Signed <u>October 14, 2016</u>

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively, Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of

Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse electronic files, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the electronic files for any other project by anyone on Client's behalf. In the event of a conflict between the signed construction documents prepared by Consultant and electronic files, the signed and stamped or sealed hard-copy documents shall govern.
6. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
7. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
8. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the electronic files.
9. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

10. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
11. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

12. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to

perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

13. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such claims for which Consultant is liable.

FINANCIAL

14. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 27 through 32. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
15. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
16. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
17. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
18. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
19. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.

20. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

Dispute Resolution

21. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

Construction Projects

22. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
23. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
24. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
25. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any

changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.

26. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

27. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
28. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
29. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
30. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 7. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 7.
31. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
32. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
33. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs

incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

34. In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

OTHER

35. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
36. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
37. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
38. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
39. This agreement shall be governed by and construed in accordance with the laws of the State of California.
40. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
41. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
42. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
43. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
44. Consultant and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 31 through 34, except for termination expenses provided for in said paragraph 34.
45. This Agreement, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

2016 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of April 1, 2016. Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range
Engineering Staff	
Assistant Engineer	\$85.00 – \$105.00
Associate Engineer	\$110.00 – \$130.00
Senior Engineer	\$135.00 – \$165.00
Principal Engineer	\$170.00 – \$195.00
Specialists	
Assistant Environmental Specialist	\$75.00 – \$100.00
Associate Environmental Specialist	\$107.00 – \$137.00
Senior Environmental Specialist	\$140.00 – \$165.00
Principal Environmental Specialist	\$175.00 – \$200.00
GIS Specialist	\$105.00 – \$130.00
Associate Geologist/Hydrogeologist	\$105.00 – \$130.00
Senior Geologist/Hydrogeologist	\$140.00 – \$170.00
Water Resources Specialist	\$100.00 – \$130.00
Planning Staff	
Assistant Planner	\$65.00 – \$90.00
Associate Planner	\$95.00 – \$120.00
Senior Planner	\$130.00 – \$155.00
Principal Planner	\$160.00 – \$185.00
Technical Staff	
Assistant Technician	\$65.00 – \$90.00
Associate Technician	\$95.00 – \$110.00
Senior Technician	\$120.00 – \$135.00
Construction Services Staff	
Associate Construction Manager	\$105.00 – \$125.00
Senior Construction Manager	\$130.00 – \$145.00
Principal Construction Manager	\$150.00 – \$180.00
Construction Manager ⁽¹⁾⁽²⁾	\$130.00 – \$150.00

Staff Type	Fee Range
Support Staff	
Administrative Assistant	\$55.00 – \$75.00
Project Administrator	\$65.00 – \$85.00
Senior Project Administrator	\$115.00
Intern	\$55.00
Surveying Services Staff	
LSIT Surveyor	\$85.00 – \$105.00
Licensed Surveyor	\$115.00 – \$145.00
1-Man Survey Crew	\$150.00/\$175.00 ⁽¹⁾
2-Man Survey Crew	\$210.00/\$245.00 ⁽¹⁾
2-Man Survey Crew including LS	\$245.00/\$255.00 ⁽¹⁾
1-Man CORS Survey Crew	\$170.00
2-Man CORS Survey Crew	\$220.00
<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern counties, other counties as quoted.</small>	
<small>(2) Overtime for Construction Services Prevailing Wage will be calculated at 125 percent of the standard prevailing wage rate.</small>	

Additional Fees

Expert Witness: As quoted.

GIS Training: As quoted.

Travel Time (for greater than one (1) hour from employee's base office):
\$75/hour minimum (unless the individual's rate is less)

Project Costs

Mileage: IRS value + 15%

Outside Consultants: Cost + 15%

Direct Costs: Cost + 15%

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (the "AGREEMENT"), is made and entered into this 17 day of June, 2001, by and between the CITY OF PARLIER a municipal corporation, hereinafter "CITY," and Bruce O'Neal, dba "Land Use Associates," hereinafter "CONSULTANT."

RECITALS

WHEREAS, CITY desires to obtain professional planning services for the preparation of a Downtown Specific Plan, hereinafter referred to as the "Project," and desires the services of CONSULTANT to provide the services described herein; and

WHEREAS, CONSULTANT is engaged in the business of providing technical and expert services as a law use planning consultant and is City's regular land use consultant for ongoing land use issues. Consultant warrants and represents that he is capable of performing the professional services called for by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

SECTION 1. THE WORK.

CONSULTANT shall perform to the satisfaction of CITY, the services described in the Proposal for Downtown Parlier Specific Plan, Exhibit "A" attached hereto and incorporated by reference herein.

SECTION 2. CONSULTANT'S COMPENSATION.

a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be as set forth in the "Budget Proposal," p.10 of Exhibit "A."

b) Statements may be rendered monthly and shall be payable in the normal course of CITY business.

c) The parties may modify this Agreement to increase the scope of work or provide for the rendition of services not described in this Agreement, which modifications shall include an agreed upon increase in CONSULTANT'S compensation. Any increase or change in the scope of work must be made by written amendment to this Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if work is performed prior to a signed written amendment.

SECTION 3. TERMINATION OF AGREEMENT.

This Agreement may be terminated by CITY upon seven (7) calendar days prior written notice to CONSULTANT. This Agreement may be terminated by either party upon seven (7) calendar days prior written notice should the other party fail substantially to perform its obligations in accordance with this Agreement through no fault

of the other. In the event of termination due to fault not attributable to CONSULTANT, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of the notice of termination. In the event of termination due to failure of CONSULTANT, its subconsultants or employees to substantially perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the CITY'S damages caused by such failure.

SECTION 4. NOTICES.

Any notices hereunder to the respective parties shall be deemed delivered if given in writing, mailed with postage prepaid, addressed to the respective party at the address given on the signature page of this Agreement, or at such other address as the parties may from time to time designate by written notice.

SECTION 5. ASSIGNMENT

a) This Agreement is personal to CONSULTANT and any attempted assignment by him or his successors or assigns, shall be void, unless approved in writing by CITY.

b) CONSULTANT shall not assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

SECTION 6. PROFESSIONAL SKILL.

It is understood and agreed that inasmuch as CONSULTANT represents to CITY that CONSULTANT is skilled in the land use

profession and shall perform in accordance with the standards of said profession the work agreed to be done by him under this Agreement, CITY relies upon the skill of CONSULTANT to do and perform his work in a skillful manner, and CONSULTANT agrees to perform his work in such manner. The acceptance of his work by CITY shall not operate as a release of CONSULTANT from said standard of care and workmanship.

SECTION 7. TIME OF PERFORMANCE.

The services of CONSULTANT as described in this Agreement are to commence upon issuance of a "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion in accordance with Exhibit "A".

SECTION 8. CONSULTANT'S AGREEMENT TO HOLD HARMLESS AND INSURANCE REQUIREMENTS.

a) In the furnishing of the services provided for herein, CONSULTANT is acting as an independent contractor. Neither CONSULTANT nor any of his agents or employees shall be deemed an employee of CITY for any purpose.

b) Except with regard to professionally negligent errors and omissions as provided in the paragraph below, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, and properly damage) incurred by CITY, the CONSULTANT or any other person, and from any

and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement. CONSULTANT'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

c) Specifically regarding professionally negligent errors and omissions, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, the CONSULTANT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), to the proportionate extent that it arises out of or in connection with the professionally negligent errors or omissions of CONSULTANT in the performance of this Agreement.

d) If CONSULTANT should subcontract all or any portion of the work to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents and volunteers

in accordance with the terms of the preceding paragraphs.

This Section 8 shall survive termination or expiration of this Agreement.

e) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (1) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VD" in Best's Insurance Rating Guide; or (ii) authorized by the CITY'S Risk Manager. The following policies of insurance are required:

i) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.

iii) PROFESSIONAL LIABILITY insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per occurrence. The above described policies of insurance shall be endorsed to provide for unrestricted thirty (30) day written notice to CITY, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, CONSULTANT shall provide a new certificate evidencing renewal of such policy not less than fifteen

(15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, CONSULTANT shall file with CITY a certified copy of the new or renewal policy and certificates for such policy.

f) The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY, its officers, officials, employees, agents and volunteers as additional insureds. Such policy(ies) of insurance shall be endorsed so CONSULTANT'S insurance shall be primary and no contribution shall be required of CITY. In the event claims made forms are used for any Professional Liability coverage, either (1) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement CONSULTANT shall furnish CITY with copies of the actual policies upon request by the CITY'S Risk Manager at any time during the life of the Agreement or any extension.

g) If at any time during the life of the Agreement or any extension, CONSULTANT fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period

satisfactory to CITY.

h) Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

SECTION 9. GENERAL TERMS.

a) Except as otherwise provided by law, all decisions and notices required of CITY by this Agreement, and not otherwise specifically provided for, shall be made by the City Manager of CITY.

b) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY commission, board, committee, or similar CITY body. This requirement may be waived by the City Manager if no actual or potential conflict is involved.

SECTION 10. NONDISCRIMINATION REQUIREMENTS,

CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap. During the performance of this Agreement, CONSULTANT agrees as follows:

a) No person in the United States shall, on the grounds of race, color, religion, national origin, sex or sexual preference be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b) CONSULTANT will not discriminate against any employee or

applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap. 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap.

d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SECTION 11. CONFLICT OF INTEREST.

a) The CONSUL TANT shall comply with the requirements of the California Political Reform Act (Government Code Section 87100 et

seq.) and the regulations of the fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.).

SECTION 12. ATTORNEY'S FEES.

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

SECTION 13. DEFAULT.

CONSULTANT'S failure to observe, fulfill or perform any obligation, covenant or term of this Agreement, and if such failure is not cured within seven calendar days after written notice thereof by CITY, shall constitute a material default and breach of this Agreement and CITY may terminate the Agreement immediately. In the event CITY terminates the Agreement, CITY may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover damages for the breach of Agreement.

SECTION 14. INTERPRETATION.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms

in accordance with their generally accepted meaning.

SECTION 15. PRECEDENCE OF DOCUMENTS.

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.

Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

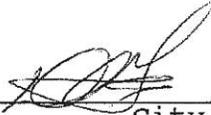
SECTION 16. EXTENT OF AGREEMENT.

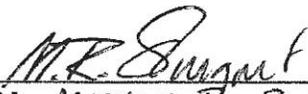
This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Fresno, California, the day and year first above written.

ATTEST:

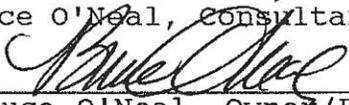
CITY OF PARLIER
a Municipal Corporation

By: 
City Clerk

By: 
Name: MICHAEL F. SWIGART
Title: CITY MANAGER

APPROVED AS TO FORM:

By: 
City Attorney

LAND USE ASSOCIATES
Bruce O'Neal, Consultant
By: 
Bruce O'Neal, Owner/Principal

ADDRESSES:

City of Parlier
Attention: Michael Swigart
1100 E. Parlier Avenue
Parlier, CA 93648

Land Use Associates
4747 N. First Street, Suite 140
Fresno, CA 93726

Attachment:
Exhibit "A" - Scope of Work

**Proposal
Downtown Parlier Specific Plan**

I. Background

The City of Parlier updated its General Plan in December of 1998. An implementation policy of the Land Use Element states that a specific plan be developed in the downtown for "the precise planning and implementation of programs to support the continued evolution of the downtown." The specific plan will be prepared to direct future development of the Community Commercial area designated in the recently adopted General Plan. The specific plan will serve as a link between the general plan and individual development proposals and will contain both planning policies and regulations. The plan will determine future land use, development standards, and other regulatory standards designed to meet the needs of the project area. The specific plan will include detailed regulations, conditions, and programs necessary for implementation of the plan.

Bruce O'Neal, AICP, would be project manager of the Parlier project. Mr. O'Neal established Land Use Associates as a planning and project management consulting firm in August 1978. Mr. O'Neal prepared the Parlier General Plan update and provides services in land use planning, environmental studies, zoning and other entitlement processes.

II. Approach

The specific plan will provide the framework for the improvement of existing buildings, the siting of new structures, parking areas, open space, and other public facilities as well as detailed design components for streetscape, entries, urban design criteria, community lighting and several other items to achieve the desired community image.

Planning and environmental considerations from the Parlier General Plan will be incorporated into the land use and circulation plans for the Downtown specific plan. We will coordinate our work with the City of Parlier, property owners, public officials, and the community to achieve overall project objectives.

An important component of the specific plan will be the charrette report prepared in August, 1999, by Trias and Associates and sponsored by the State of California Local Government Commission. The charrette involved community leaders and identified a broad future vision for the heart of the city. General recommendations from the charette participants included:

- restore downtown to its historic character
- build a new civic plaza and new city hall
- redesign streets as safe, attractive, and inviting spaces for people
- master plan the vacant railroad property

Concepts and policies within the charrette report will be used as direction for the specific plan and will be continually reviewed and revisited with the community to refine the vision for downtown.

The specific plan will determine the most appropriate re-use of the railroad right-of-way which runs parallel to Fresno Street through the downtown. The City will own a portion of the 100 foot right-of-way which could be used for public purposes such as open space or municipal buildings. The balance of the right-of-way will be returned to private ownership and could be used for a variety of public and private uses, including retail and office development, as well as parking and cultural activities.

The plan will focus on four primary concepts:

Economic and Marketing Analysis: A key to determining long-term land use for the downtown is specific marketing information. Marketing research will help determine the most appropriate direction for the downtown in terms of retail, office, professional, and cultural uses. Other cities, for examples, have limited banking, lodging, and government activities to the downtown while allowing retail uses to locate in outlying shopping centers. The marketing effort will determine whether such an approach is appropriate for Parlier and which uses (such as a downtown farmers market, cultural fair, or specialty retail) may provide a unique marketing function for the Parlier downtown. The economics and marketing analysis should include:

- determination of the "market area" for Parlier, including the City as a whole, the Manning Corridor, and a focus on the downtown with analysis of the regional economic setting of the communities surrounding Parlier
- analysis of the leakage of sales and services to other communities to include convenience retail, eating and drinking establishments, motels and lodging, office space, theaters, and professional services
- determination of the kinds of uses that are possible in Parlier
- a plan for the economic revitalization of the downtown which determines the most desirable mix of retail sales, professional services, recreational, and cultural components

Architecture: A unique and unified architectural approach should be identified for the downtown so that any facade improvements, remodeling, or new construction can proceed under a consolidated theme. The overall theme will most likely be Mediterranean or Spanish in concept, but will be expanded in the specific plan to include roof treatments, building placement, and architectural features to create a neo-traditional downtown atmosphere. In addition to the overall design theme, principal elements include:

- the placement of public art, murals, and sculptures
- conceptual view of the building facades on a block-by-block basis for existing buildings on the south side of Fresno Street

Streetscape: Streetscape is the term applied to street appearance including landscaping, signage, pavement treatment, on-street parking, and street furniture (benches, light standards, trash enclosures, etc.). In addition to architectural treatment, the streetscape helps determine the attractiveness of the downtown to community residents, pedestrians, and visitors. Key elements include:

- the alley south of Fresno Street needs to be incorporated in the streetscape design including parking, access, loading, landscape and treatment
- an entryway plan to expand on the palm tree and signage theme now on Manning. Entryways could include those on Mendocino, Newmark, J Street, and Zediker
- roundabouts with fountains or architectural treatment at Newmark/Fresno and Zediker/Fresno
- landscaping on the south side of Fresno Street and street treatment including bulb outs, stamped concrete crossings, and tree placement

III. Scope of Work

The following Scope of Work outlines the methodology and products involved in the major tasks to develop a specific plan for Downtown Parlier. The tasks and products include the identification of opportunities and constraints, the preparation of Land Use and Infrastructure concepts for the study area, and the preparation of the final specific plan and associated environmental documentation.

Task 1: <i>Project Organization</i>
--

Task 1.1 Kick-Off Meetings: The planning team will meet with City staff to establish an initial understanding of the key issues to be addressed, project objectives, as well as obtain plans, reports, ordinances and studies applicable to the project.

Task 1.2 Initial Work Schedule & Work Program: Land Use Associates will prepare an initial Work Schedule and Work Program identifying time frames and target dates. Both the Work Schedule and Work Program will be discussed at the kick-off meeting with staff.

Task 1.3 Develop Base Maps: Appropriate base maps (mylar or other reproducible) will be provided by the City or developed by the consultant.

Task 1.4 City Council Workshop: Following preparation of the work program, a workshop with the City Council is recommended to allow the Council to comment on the overall effort and provide input to the process. If deemed appropriate by staff, a series of workshops could be held with the Council during plan preparation.

Work Products:

1. Initial Work Program
2. Initial Work Schedule
3. Base Maps

This task also includes all publication, travel and other expenses. All work will be coordinated with other members of the project team, including City staff, property owners, and public officials, as needed.

Task 2: <i>Data Collection and Analysis</i>
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Task 2.1 Field Reconnaissance: A field reconnaissance of the study area will be conducted to gain a better understanding of the area's characteristics, features, and opportunities.

Task 2.2 Review of Parlier General Plan and other Policy Documents: Land Use Associates will review goals, policies, and standards developed for the Parlier General Plan and other policy documents which apply to the project area.

Task 2.3 Data Collection: Existing data on physical and political elements influencing the study area will be collected. New data collection will be conducted where deemed necessary. Factors which will be collected and analyzed include:

- **Physical Character:** An inventory of existing physical features will be conducted including building location and condition, vacant and undertulized land, vegetation, drainage, soils/seismic, cultural resources, and view character.
- **Land Use:** Existing land uses will be identified at area and subarea levels, based on existing inventories and field surveys. The results will be mapped in categories appropriate to meet the requirements of the study.
- **Governmental Controls:** Existing governmental land use controls will be reviewed including zoning designations, existing entitlements, easements, and other similar development constraints.
- **Infrastructure:** The primary elements of the major systems serving the study area will be identified and mapped. Systems will include sewer, water, electricity, natural gas, flood control, roads, railroad rights-of-way, and traffic conditions.

Task 2.4 Special Studies: Any special studies for the project will be undertaken during this task. These include the marketing study as well as research as to what other Valley communities have accomplished or have planned for downtown revitalization. A field trip with the Council may be a good tool in this regard.

Work Product:

1. Physical/Environmental Inventory Maps
2. Special Studies

Task 3: <i>Opportunities and Constraints</i>

Task 3.1 Constraints Mapping: Land Use Associates will prepare a constraints map of the study area overlying data on physical conditions, environmental resources, and political data collected in Task 2.0.

Work Product:

1. Opportunities and Constraints Analysis

Task 4: <i>Prepare Development Standards</i>

This task consists of the preparation of standards and drawings for the wide range of design elements required for plan implementation. Design elements include, but are not limited to, preliminary architectural standards (materials, colors, orientation, themes); site planning principals (setbacks, usable open space, landscaping, grading, screening); signs; thematic landscape treatment; streetscape concept; open space standards; special treatment areas; and implementation.

Task 4.1 Preliminary Standards: Land Use Associates will develop preliminary standards in response to identified issues, with emphasis on those standards most consistent with developing a downtown setting while protecting the character of the Parlier area.

Task 4.2 Briefing Sessions: Land Use Associates will meet with City staff to review the development standards. Standards will be revised as necessary.

Work Product:

1. Preliminary Standards

Task 5: <i>Land Use Alternatives</i>

Task 5.1 Preliminary Land Use Alternatives: Land Use Associates will develop preliminary land use concept alternatives to include:

- Land use allocation and intensity
- Circulation
- Backbone infrastructure
- Open space
- Areas of land use intensification

Task 5.2 Alternatives Evaluation: Land Use Associates will critique the alternative concepts and make recommendations to City staff regarding the preferred concept or combination of concepts.

Work Products:

1. Preliminary Concept Alternatives

2. Alternatives Evaluation Memorandum

Task 6: *Prepare Draft Specific Plan*

Task 6.1 Preparation of Draft Specific Plan: Land Use Associates will prepare a draft specific plan for the study area consisting of goals, policies, maps, guidelines, and an implementation framework. The Plan will be developed around the following components:

- Land use (including open space)
- Circulation
- Development Standards
- Infrastructure and services
- Implementation

Task 6.2 Draft Area Plan Revisions: Land Use Associates will revise the draft Plan based upon staff input and review.

Task 6.3 Meetings/Public Hearings: During the course of plan development and during the public review process, the consultant team will hold coordination meetings with and assist the City in presenting the draft Area Plan to a variety of groups as necessary, including:

- Meetings with City staff
- Public Information Meetings
- City Council Workshops and Hearings

Work Products:

1. Administrative Draft Plan
2. Draft Plan

Task 7: *Prepare Initial Study/Negative Declaration*

The consultant will prepare the Initial Study/Negative Declaration, and assist the City in administration of the CEQA process including circulation for review, and Preparation of the Notice of Determination.

Work Product:

1. Initial Study/Negative Declaration for public circulation.

Task 8: <i>Prepare Final Specific Plan</i>

Task 8.1 Prepare Final Specific Plan: Land Use Associates will prepare the Final specific plan incorporating all revisions as deemed necessary from the public hearing process.

Task 8.2 Public Hearings: Public hearings on the final documents will be required before the City Council.

Work Products:

1. Final Plan

IV. Time Frame and Budget

The objective is to have the specific plan draft prepared in six months as shown below:

January 15:	Begin project
March 16:	Complete reconnaissance, special studies
April 16:	Complete development standards, land use alternatives
June 15:	Complete Draft Specific Plan/Neg Dec
July 2:	Public hearings

The budget is considered negotiable based on specific discussions with City staff.

**Budget Proposal
DOWNTOWN PARLIER SPECIFIC PLAN
and ACCOMPANYING CEQA DOCUMENTATION**

The following table estimates total costs for specific plan preparation:

Task	Person Hours	Budget
1. Project Organization	15	\$1,350
2. Data Collection and Analysis	55	4,950
3. Opportunities and Constraints	24	2,160
4. Prepare Development Standards	70	6,300
5. Land Use Alternatives	28	2,520
6. Prepare Draft Specific Plan	85	7,650
7. Prepare Initial Study/Negative Declaration	28	2,520
8. Prepare Final Specific Plan	55	4,950
Total	360	\$32,400