



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING SEPTEMBER 13, 2016
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order.**
2. **Pledge Of Allegiance.**
3. **Invocation.**
4. **Roll Call.**
5. **Declaration Of Conflicts Of Interest.**
6. **Ceremonial Matters.**
7. **Items From The Public - Non-Agenda Items.**
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants. ([View Warrant Register](#))
 - c. Approval Of Minutes Of The August 23, 2016 Meeting. ([View Minutes](#))
 - d. A Resolution Of Concurrence And Acceptance Of The Stanislaus County CDBG Fiscal Year 2015-2016 Consolidated Annual Performance Evaluation Report (Caper). ([View Report](#))
 - e. Adopt Resolution No. 2016- , A Resolution Authorizing The Signing Of The Certification And Agreement Of Government/Government-Related Entity Document From UBS Financial Services Inc. ([View Report](#))
9. **Public Hearings**
 - a. Adopt Resolution No. 2016- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
10. **Regular Business**
 - a. Adopt Resolution No. 2016- , A Resolution Authorizing The City Manager And The Director Of Public Works To Execute Agency-State Master Agreement And Program Supplement Agreement With Caltrans For The Purchase Of A CNG Street Sweeper. ([View Report](#))
 - b. Adopt Resolution No. 2016- , A Resolution Authorizing The City Manager And The Director Of Public Works To Execute Agency-State Program Supplement Agreement With Caltrans For The Inyo Avenue And Canal School Road Intersection Rehabilitation Project. ([View Report](#))
 - c. Adopt Resolution No. 2016- , A Resolution Authorizing The City Manager Or Designee To Execute An Agreement With The Department Of Forestry And Fire Protection For Volunteer Fire Assistance (VFA) Grant Funding. ([View Report](#))
11. **Items From District Five Stanislaus County Supervisor.**
12. **Items From The City Manager And Staff.**
13. **Items From City Council Members.**
14. **Adjournment.**

Calendar of Events

September 10 - Youth Soccer Season Begins.

September 12 - NCLUSD Board Meeting - 6:00 P.M.

September 13 - City Council - 7:00 P.M.

September 15 - Planning Commission - Cancelled.

September 27 - City Council - 7:00 P.M.



Manual Check Register

August 30, 2016

Vendor No	Vendor	Fund-Dept-Acct	Check Number	Amount	Check Date	Description
BUS05	BUSINESS CARD	10-00-5830	109969	\$ (919.66)	8/23/2016	Rewards points cashed in
BUS05	BUSINESS CARD	10-21-6690	109969	\$ 78.40	8/23/2016	Meals/PD
BUS05	BUSINESS CARD	10-21-6690	109969	\$ 35.14	8/23/2016	Supplies/PD
BUS05	BUSINESS CARD	10-21-6300	109969	\$ 60.54	8/23/2016	50 photo lithium batteries/PD
BUS05	BUSINESS CARD	10-21-6300	109969	\$ 124.86	8/23/2016	Rolatape/PD
BUS05	BUSINESS CARD	10-21-6300	109969	\$ 19.35	8/23/2016	Scientific calculator/PD
BUS05	BUSINESS CARD	10-21-6200	109969	\$ 10.00	8/23/2016	ScheduleBase 7-19-16 to 8-19-2016/PD
BUS05	BUSINESS CARD	10-21-6300	109969	\$ 135.93	8/23/2016	52"shotgun case/PD
BUS05	BUSINESS CARD	10-03-6265	109969	\$ 718.92	8/23/2016	3-year blue Web hosting
BUS05	BUSINESS CARD	10-45-6722	109969	\$ 239.89	8/23/2016	Supplies for summer youth programs
BUS05	BUSINESS CARD	10-45-6300	109969	\$ 44.07	8/23/2016	Keys/office supplies
BUS05	BUSINESS CARD	10-45-6724	109969	\$ 61.24	8/23/2016	Supplies for Movie Night
BUS05	BUSINESS CARD	10-45-6739	109969	\$ 205.28	8/23/2016	Supplies for teen center snack bar
109969 Total				\$ 813.96		
CHE00	Chevron & Texaco Business Card Services	10-33-6500	109970	\$ 220.83	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	10-44-6500	109970	\$ 134.77	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	63-56-6500	109970	\$ 931.34	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	60-50-6500	109970	\$ 191.13	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	10-21-6500	109970	\$ 2,880.45	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	10-22-6500	109970	\$ 620.15	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	69-47-6500	109970	\$ 111.87	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
CHE00	Chevron & Texaco Business Card Services	10-07-6500	109970	\$ 24.59	8/23/2016	Gas and diesel purchases 7-15-16 to 8-14-16
109970 Total				\$ 5,115.13		
Grand Total				\$ 5,929.09		



ACH Register for Council August 31, 2016 FY 16-17

Vendor	Account No	Invoice No.	Description	Amount	Check date	ACH Check
SJV01	SJVIA	10-00-2260	Health insurance premium/Sept 2016	\$ 16,445.57	8/31/2016	TRUE
			\$16,445.57 Total	\$ 16,445.57		
			Grand Total	\$ 16,445.57		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
AMERICAN SOCCER COMPANY,	10-45-6738	\$ 29.16	109991	9/9/2016	1 adult soccer jersey
		\$ 29.16	109991 Total		
AT&T	10-07-6665	\$ 18.86	109992	9/9/2016	Landlines 7-13-16 to 8-12-16
AT&T	10-14-6420	\$ 6.99	109992	9/9/2016	Analog line @ city hall-fire alarm 7-20-16 to 8-19-16
AT&T	10-14-6420	\$ 14.32	109992	9/9/2016	Landlines 7-13-16 to 8-12-16
AT&T	10-14-6420	\$ 59.09	109992	9/9/2016	Landlines 7-13-16 to 8-12-16
AT&T	10-21-6420	\$ 208.47	109992	9/9/2016	Circuit line 1125 Fresno St to 245 2nd/Oakdale 7-20-16 to 8-19-16
AT&T	60-50-6420	\$ 20.17	109992	9/9/2016	Landlines 7-13-16 to 8-12-16
AT&T	60-50-6420	\$ 6.99	109992	9/9/2016	Analog lines 7-13-16 to 8-12-16
AT&T	63-56-6420	\$ 55.71	109992	9/9/2016	Landlines 7-13-16 to 8-12-16
AT&T	63-56-6420	\$ 6.98	109992	9/9/2016	Analog lines 7-13-16 to 8-12-16
		\$ 397.58	109992 Total		
AVID TRAFFIC SUPPLIES	10-33-6300	\$ 594.84	109993	9/9/2016	5 gals white base paint/50lbs glass beads
AVID TRAFFIC SUPPLIES	10-33-6300	\$ 594.84	109993	9/9/2016	5 gals white base paint/50lbs glass beads
AVID TRAFFIC SUPPLIES	10-33-6300	\$ 594.84	109993	9/9/2016	5 gals white base paint/50lbs glass beads
		\$ 1,784.52	109993 Total		
Bertolotti Newman Disposal, Inc	10-00-5080	\$ (11,615.52)	109994	9/9/2016	Monthly garbage franchise fee/August 2016
Bertolotti Newman Disposal, Inc	10-00-5730	\$ 15,763.92	109994	9/9/2016	Monthly garbage reclass franchise fee/August 2016
Bertolotti Newman Disposal, Inc	10-00-5733	\$ (4,148.40)	109994	9/9/2016	Monthly garbage street sweeping/August 2016
Bertolotti Newman Disposal, Inc	10-41-6200	\$ 62,225.98	109994	9/9/2016	Monthly garbage contract service/August 2016
		\$ 62,225.98	109994 Total		
B G AUTO	10-44-6300	\$ 3.57	109995	9/9/2016	Blade-type fuses
B G AUTO	10-44-6530	\$ 20.43	109995	9/9/2016	Solenoid
B G AUTO	10-44-6530	\$ 1.61	109995	9/9/2016	Miniture lamp
		\$ 25.61	109995 Total		
Bohannon Insurance Group	10-00-2260	\$ 822.28	109996	9/9/2016	Health insurance administration/August 2016
		\$ 822.28	109996 Total		
C & R Fence Contractors, Inc	60-50-6200	\$ 425.00	109997	9/9/2016	Repair damaged chain link fence around WWTP solar panels
		\$ 425.00	109997 Total		
CALIFORNIA CONSULTING, LL	10-02-6200	\$ 1,000.00	109998	9/9/2016	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	60-50-6200	\$ 1,000.00	109998	9/9/2016	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	63-56-6200	\$ 1,000.00	109998	9/9/2016	Grant writing/Lobbying
		\$ 3,000.00	109998 Total		
Canon Financial Services, Inc.	10-14-6200	\$ 106.06	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16
Canon Financial Services, Inc.	10-21-6200	\$ 196.96	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16
Canon Financial Services, Inc.	60-50-6200	\$ 86.70	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16
Canon Financial Services, Inc.	60-50-6200	\$ 106.06	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16
Canon Financial Services, Inc.	63-56-6200	\$ 86.70	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16



AP Check Register September 09, 2016

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Canon Financial Services, Inc.	63-56-6200	\$ 106.07	109999	9/9/2016	Copier maintenance/contract payment 8-1-16 to 8-31-16
		\$ 688.55	109999 Total		
Candea Nicholas	10-01-6690	\$ 92.34	110000	9/9/2016	Mileage reimbursement/Candea
		\$ 92.34	110000 Total		
CARTER JEFF	68-68-7722	\$ 100.00	110001	9/9/2016	Parking lot rent/Sept 2016
		\$ 100.00	110001 Total		
CBA (CALIFORNIA BENEFITS)	10-00-1110	\$ 10,000.00	110002	9/9/2016	Pre-paid dental-vision benefits
		\$ 10,000.00	110002 Total		
CBA (ADMIN FEES)	10-00-2261	\$ 253.50	110003	9/9/2016	Dental-vision admin fees/Aept 2016
		\$ 253.50	110003 Total		
CDW GOVERNMENT, INC	10-03-6310	\$ 753.38	110004	9/9/2016	WD purple surveillance hard drives
		\$ 753.38	110004 Total		
Center for Human Services	10-45-6724	\$ 198.00	110005	9/9/2016	Proceeds for Movie Night Raffles
		\$ 198.00	110005 Total		
Central Calif Irrigation District	63-56-6200	\$ 65.92	110006	9/9/2016	Assessment-Watershed coalition
		\$ 65.92	110006 Total		
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 55.52	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 7.36	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 3.24	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 27.76	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 3.68	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 1.61	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 55.51	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 7.37	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 3.24	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 27.76	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 3.68	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 1.62	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 27.75	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 3.68	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 1.62	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 222.06	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 29.45	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 12.95	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 111.03	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 14.72	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 6.47	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 27.76	110007	9/9/2016	



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 3.68	110007	9/9/2016	
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 1.62	110007	9/9/2016	
		\$ 661.14	110007 Total		
Churchwell White, LLP	10-01-6620	\$ 560.00	110008	9/9/2016	Professional services thry 7-31-16/CFD 2016-1
Churchwell White, LLP	10-15-6200	\$ 1,200.00	110008	9/9/2016	Professional services thru/General Municipal 7-31-16/
Churchwell White, LLP	10-15-6200	\$ 1,802.76	110008	9/9/2016	Professional services thru/General Municipal 7-31-16/
		\$ 3,562.76	110008 Total		
COELHO CARL J. (CHUCK)	10-22-6690	\$ 50.00	110009	9/9/2016	
		\$ 50.00	110009 Total		
COMCAST CABLE	10-21-6200	\$ 41.99	110010	9/9/2016	High speed internet/PD
COMCAST CABLE	10-21-6420	\$ 150.81	110010	9/9/2016	Business internet to 245 N 2nd St/Oakdale/8-21-16 to 9-20-16
COMCAST CABLE	60-50-6200	\$ 41.99	110010	9/9/2016	High speed internet/sewer
COMCAST CABLE	63-56-6200	\$ 42.01	110010	9/9/2016	High speed internet/water
		\$ 276.80	110010 Total		
CROP PRODUCTION SERVICES	60-50-6300	\$ 1,178.26	110011	9/9/2016	30 gals Gly Star/15 gals Amine/10 gals Glyfos/4 gals Activator
		\$ 1,178.26	110011 Total		
CSG Consultants, Inc	10-23-6215	\$ 17,408.30	110012	9/9/2016	Building permit issuances/August 2016
CSG Consultants, Inc	10-23-6215	\$ 3,127.43	110012	9/9/2016	Plan check feess/August 2016
CSG Consultants, Inc	10-23-6215	\$ 90.00	110012	9/9/2016	Real estate inspection-919 Tivoli/August 2016
		\$ 20,625.73	110012 Total		
ECONOMIC TIRE SHOP	10-33-6530	\$ 63.17	110013	9/9/2016	2 new tires
ECONOMIC TIRE SHOP	10-33-6530	\$ 202.71	110013	9/9/2016	2 new tires
ECONOMIC TIRE SHOP	10-44-6530	\$ 63.16	110013	9/9/2016	2 new tires
ECONOMIC TIRE SHOP	10-44-6530	\$ 101.35	110013	9/9/2016	2 new tires
ECONOMIC TIRE SHOP	63-56-6530	\$ 126.53	110013	9/9/2016	2 new tires
ECONOMIC TIRE SHOP	63-56-6530	\$ 101.35	110013	9/9/2016	2 new tires
		\$ 658.27	110013 Total		
ENTENMANN-ROVIN CO.	10-22-6300	\$ 352.94	110014	9/9/2016	3 Newman Fire Dept Dome Badges
		\$ 352.94	110014 Total		
Esquivez Teresa	10-00-2840	\$ 300.00	110015	9/9/2016	Refund of partial Mem Bldg deposit/Esquivez
Esquivez Teresa	10-00-5510	\$ (150.00)	110015	9/9/2016	Early entry fee moved to rent/Esquivez
		\$ 150.00	110015 Total		
Fanucchi Clinton	10-21-6695	\$ 60.00	110016	9/9/2016	Per diem/DUI course/Fanucchi
		\$ 60.00	110016 Total		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 303.18	110017	9/9/2016	15 water meter couplings
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 614.58	110017	9/9/2016	22 meter boxes with lids
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 110.97	110017	9/9/2016	5 water meter couplings
		\$ 1,028.73	110017 Total		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 250.00	110018	9/9/2016	Inorganic analysis/support analysis @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 250.00	110018	9/9/2016	Inorganic analysis/support analysis @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 2,930.00	110018	9/9/2016	Bacti & Inorganic analysis/support analysis @ WWTP
		\$ 3,430.00	110018 Total		
F. Loduca Co	17-44-7521	\$ 55,800.00	110019	9/9/2016	Skate plaza payment request #5
F. Loduca Co	24-32-7727	\$ 11,000.00	110019	9/9/2016	Orestimba Road sidewalk repair & replacement
		\$ 66,800.00	110019 Total		
GARTON TRACTOR	10-44-6530	\$ 220.93	110020	9/9/2016	Changed oil and filters/greased unit/blew radiator out/mower
		\$ 220.93	110020 Total		
GEMPLERS ACCT #5224757	60-50-6300	\$ 198.36	110021	9/9/2016	Demand pump/pistol grip spray gun/water nozzle
		\$ 198.36	110021 Total		
GRAPHIC PRINT STOP	10-22-6530	\$ 962.25	110022	9/9/2016	4 Vinyl door graphics for Fire Dept
		\$ 962.25	110022 Total		
HINDERLITER, dELLAMAS & A	10-14-6200	\$ 1,244.93	110023	9/9/2016	Sales tax audit/1st quarter 2016
		\$ 1,244.93	110023 Total		
Hollister Powersports	10-33-6300	\$ 189.14	110024	9/9/2016	White GEM hood
Hollister Powersports	10-44-6300	\$ 252.19	110024	9/9/2016	White GEM hood
Hollister Powersports	63-56-6300	\$ 630.47	110024	9/9/2016	White GEM hood
Hollister Powersports	69-47-6300	\$ 189.14	110024	9/9/2016	White GEM hood
		\$ 1,260.94	110024 Total		
HUB INTERNATIONAL OF CA I	10-00-2845	\$ 146.62	110025	9/9/2016	Liability insurance premium/August 2016
		\$ 146.62	110025 Total		
Jerry Haag, Urban Planner	40-06-6245	\$ 500.00	110026	9/9/2016	Professional services/Are 3 Master Plan ending 8-31-16
		\$ 500.00	110026 Total		
JK Architecture Engineering	10-01-6200	\$ 4,500.00	110027	9/9/2016	Professional services thru 7-31-16/Aquatics Center
		\$ 4,500.00	110027 Total		
Lamphier-Gregory, Inc	40-06-6245	\$ 1,247.00	110028	9/9/2016	Environmental Review Northwest Master Plan/Progress #21
		\$ 1,247.00	110028 Total		
MCAG	10-00-2600	\$ 19,074.83	110029	9/9/2016	Regional Transportation Impact fee on Bldg permit 2015-294
		\$ 19,074.83	110029 Total		
MID VALLEY IT, INC	63-56-6310	\$ 2,264.94	110030	9/9/2016	HP ProLiant MicroServer/Windows Pro license
		\$ 2,264.94	110030 Total		
Modesto Police Department	10-21-6695	\$ 50.00	110031	9/9/2016	Registration/POST Basic Traffic collision/Watts
		\$ 50.00	110031 Total		
Modesto Police Department	10-21-6695	\$ 150.00	110032	9/9/2016	Registration DUI Course/Watts/Fanucchi
		\$ 150.00	110032 Total		
Motorola Solutions, Inc	10-21-6300	\$ 163.02	110033	9/9/2016	1 multi-unit charger/2 NIMH batteries
Motorola Solutions, Inc	30-21-7105	\$ 1,766.16	110033	9/9/2016	1 multi-unit charger/2 NIMH batteries
		\$ 1,929.18	110033 Total		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
NAPA Auto Parts of Los Banos	10-21-6530	\$ 15.44	110034	9/9/2016	Touch Up tube
NAPA Auto Parts of Los Banos	10-22-6530	\$ 43.29	110034	9/9/2016	Mirror/Quik wax
NAPA Auto Parts of Los Banos	60-50-6530	\$ 8.60	110034	9/9/2016	NAPA antifreeze
NAPA Auto Parts of Los Banos	60-50-6530	\$ 37.78	110034	9/9/2016	V-belt for flail mower
NAPA Auto Parts of Los Banos	60-50-6530	\$ 18.29	110034	9/9/2016	Switch
NAPA Auto Parts of Los Banos	63-56-6300	\$ 7.77	110034	9/9/2016	Armor All Protectant
NAPA Auto Parts of Los Banos	63-56-6300	\$ 5.85	110034	9/9/2016	Armor All wipes
		\$ 137.02	110034 Total		
National Meter & Automation, Inc	63-56-6300	\$ 1,985.88	110035	9/9/2016	12) 1" bronze water meters
		\$ 1,985.88	110035 Total		
NBS	10-01-6200	\$ 7,973.22	110036	9/9/2016	Special District Formation Consulting services
		\$ 7,973.22	110036 Total		
NEWMAN SMOG AND LUBE	10-21-6530	\$ 40.75	110037	9/9/2016	Smog check/2009 Charger
NEWMAN SMOG AND LUBE	10-21-6530	\$ 40.75	110037	9/9/2016	Smog check/2010 Charger
NEWMAN SMOG AND LUBE	10-21-6530	\$ 98.63	110037	9/9/2016	Replaced front tires/lube/oil and oil filter change2010 Charger
NEWMAN SMOG AND LUBE	10-21-6530	\$ 98.63	110037	9/9/2016	Mount and balanced tires/2014 Dodge Charger
NEWMAN SMOG AND LUBE	10-22-6530	\$ 89.67	110037	9/9/2016	Lube/oil/oil filter change/2014 GMC Sierra
NEWMAN SMOG AND LUBE	60-50-6530	\$ 183.12	110037	9/9/2016	Oilfilter change/transmission service/spark plugs
NEWMAN SMOG AND LUBE	63-56-6530	\$ 183.11	110037	9/9/2016	Oilfilter change/transmission service/spark plugs
		\$ 734.66	110037 Total		
NEWMAN ACE HARDWARE/JACT,	10-01-6644	\$ 58.09	110038	9/9/2016	Halogen worklight/cable ties
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 141.26	110038	9/9/2016	Misc screws/nozzle/sprinklers/upright vacuum
NEWMAN ACE HARDWARE/JACT,	10-07-6665	\$ 19.72	110038	9/9/2016	Outdoor bleach/air filter
NEWMAN ACE HARDWARE/JACT,	10-21-6300	\$ 21.71	110038	9/9/2016	Key tag rack/numbers&letters
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 210.91	110038	9/9/2016	Cable ties/bubbler/gloves/sprayer/recipticle blade/pushbroom/pai
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 75.83	110038	9/9/2016	Stihl oil/kwikset/tree pruner
NEWMAN ACE HARDWARE/JACT,	10-44-6660	\$ 37.60	110038	9/9/2016	scrub brush/Goo Gone/aerator/dustpan
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 83.91	110038	9/9/2016	Carwash/trimmer line/oil/sanding mask
NEWMAN ACE HARDWARE/JACT,	60-50-6300	\$ 137.48	110038	9/9/2016	Lysol wipes/paper towels/duster/hex cap/galvanized elbows
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 14.62	110038	9/9/2016	WD40/bleach/spray paint
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 27.68	110038	9/9/2016	Mender hose/hose clamp/padlock
		\$ 828.81	110038 Total		
Norcal Outdoor Supply Co LLC	10-44-6300	\$ 121.79	110039	9/9/2016	Swing seat for Pioneer Park
		\$ 121.79	110039 Total		
Operating Engineers Public & Misc Employees	10-00-2260	\$ 2,247.00	110040	9/9/2016	Health insurance premium/Oct 2016
		\$ 2,247.00	110040 Total		
Otis Elevator Company	10-07-6200	\$ 795.26	110041	9/9/2016	Labor and expenses to perform elevator inspection
		\$ 795.26	110041 Total		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Owsley Lock and Key	10-07-6200	\$ 110.00	110042	9/9/2016	Re-keying of Community Meeting Room
		\$ 110.00	110042 Total		
PACIFIC WATER RESOURCES	60-50-6225	\$ 1,704.96	110043	9/9/2016	Check valve/electrode dome assembly/dome assembly
		\$ 1,704.96	110043 Total		
PAPA	60-50-6690	\$ 100.00	110044	9/9/2016	PAPA registration fee/Lance Perry
		\$ 100.00	110044 Total		
PERRY LANCE	60-50-6150	\$ 200.00	110045	9/9/2016	Steel-toe boot reimbursement/Perry
		\$ 200.00	110045 Total		
P G & E	10-07-6410	\$ 2,612.61	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-07-6665	\$ 344.08	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-21-6510	\$ 29.62	110046	9/9/2016	Natural gas pumped @ CNG station 7-11-16 to 8-10-16
P G & E	10-22-6410	\$ 975.51	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-33-6410	\$ 5,131.83	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-33-6510	\$ 88.85	110046	9/9/2016	Natural gas pumped @ CNG station 7-11-16 to 8-10-16
P G & E	10-44-6410	\$ 1,420.95	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-44-6510	\$ 59.24	110046	9/9/2016	Natural gas pumped @ CNG station 7-11-16 to 8-10-16
P G & E	10-44-6660	\$ 472.86	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-44-6670	\$ 621.03	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-45-6410	\$ 422.95	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	10-46-6410	\$ 494.81	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	60-50-6410	\$ 29.05	110046	9/9/2016	Services charges for solar meter @ WWTP 7-11-16 to 8-9-16
P G & E	60-50-6410	\$ (21,626.23)	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	60-50-6510	\$ 29.62	110046	9/9/2016	Natural gas pumped @ CNG station 7-11-16 to 8-10-16
P G & E	62-60-6411	\$ 361.16	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	62-60-6412	\$ 1,276.57	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	63-56-6410	\$ 25,782.50	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
P G & E	63-56-6510	\$ 29.62	110046	9/9/2016	Natural gas pumped @ CNG station 7-11-16 to 8-10-16
P G & E	69-47-6410	\$ 3,745.58	110046	9/9/2016	Gas and electric 7-15-16 to 8-15-16
		\$ 22,302.21	110046 Total		
R-SAFE SPECIALTY	60-50-6300	\$ 95.79	110047	9/9/2016	1 box Nitrile gloves
		\$ 95.79	110047 Total		
RALEY'S IN STORE CHARGE	10-01-6690	\$ 35.56	110048	9/9/2016	Birthday cake for Mr. Candea
RALEY'S IN STORE CHARGE	10-14-6300	\$ 6.19	110048	9/9/2016	Sugar/coffee/sweetner
RALEY'S IN STORE CHARGE	10-46-6300	\$ 33.70	110048	9/9/2016	Spoons/cups/sunscreen/corp yard
RALEY'S IN STORE CHARGE	60-50-6300	\$ 6.19	110048	9/9/2016	Sugar/coffee/sweetner
RALEY'S IN STORE CHARGE	63-56-6300	\$ 6.19	110048	9/9/2016	Sugar/coffee/sweetner
		\$ 87.83	110048 Total		
SAFE-T-LITE	63-56-6300	\$ 49.01	110049	9/9/2016	6 Elite safety glasses
SAFE-T-LITE	63-56-6300	\$ 132.26	110049	9/9/2016	12) 18" Traffic cones with stencil



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
		\$ 181.27	110049 Total		
SHARPENING SHOP	10-07-6300	\$ 19.36	110050	9/9/2016	Replaced ignition switch on mower
		\$ 19.36	110050 Total		
SHORT BRETT	10-21-6300	\$ 12.57	110051	9/9/2016	Reimbursement for water for Fall Festival staffing
		\$ 12.57	110051 Total		
SJVAPCD	60-50-6675	\$ 234.00	110052	9/9/2016	16/17 Portable Equipment registration
		\$ 234.00	110052 Total		
Solar Integrated Fund III	60-50-6410	\$ 14,552.20	110053	9/9/2016	Solar production/July 2016
		\$ 14,552.20	110053 Total		
Stanislaus Council of Governments	10-01-6635	\$ 399.00	110054	9/9/2016	StanCOG FY 16-17 dues
		\$ 399.00	110054 Total		
STAN CNTY CLERK RECORDER	10-00-2630	\$ 15.00	110055	9/9/2016	Release of lien/515 Waxwing Lane
		\$ 15.00	110055 Total		
Stanislaus County Auditor-Controller	10-21-6510	\$ 2.70	110056	9/9/2016	CNG pumped from Morgan Road in July 2016
Stanislaus County Auditor-Controller	10-33-6530	\$ 166.69	110056	9/9/2016	Vehicle maintenance and repairs from Morgan Road
Stanislaus County Auditor-Controller	10-44-6530	\$ 333.38	110056	9/9/2016	Vehicle maintenance and repairs from Morgan Road
Stanislaus County Auditor-Controller	69-47-6530	\$ 166.69	110056	9/9/2016	Vehicle maintenance and repairs from Morgan Road
		\$ 669.46	110056 Total		
STANISLAUS COUNTY DEPT	10-00-2842	\$ 416.00	110057	9/9/2016	Bus ticket sales/July and August 2016
		\$ 416.00	110057 Total		
STAPLES ADVANTAGE	10-22-6300	\$ 637.10	110058	9/9/2016	2 HP laserjet toners/2 Canon ink toners/FD
		\$ 637.10	110058 Total		
STANTEC CONSULTING SERVICE, Inc	60-50-6200	\$ 1,862.00	110059	9/9/2016	Groundwater Monitoring services thru 8-5-16
		\$ 1,862.00	110059 Total		
Sun Valley Portables	69-47-6200	\$ 155.76	110060	9/9/2016	Portable restroom rental-service
		\$ 155.76	110060 Total		
T&R ENTERPRISES	10-44-6660	\$ 118.39	110061	9/9/2016	Made BBQ grate hand wheel for Mem Bldg
		\$ 118.39	110061 Total		
TelePacific Communications	10-14-6420	\$ 85.94	110062	9/9/2016	Telephone service/Sept 2016/long distance/Aug 2016
TelePacific Communications	10-21-6420	\$ 169.31	110062	9/9/2016	Telephone service/Sept 2016/long distance/Aug 2016
TelePacific Communications	10-45-6420	\$ 85.94	110062	9/9/2016	Telephone service/Sept 2016/long distance/Aug 2016
TelePacific Communications	60-50-6420	\$ 85.94	110062	9/9/2016	Telephone service/Sept 2016/long distance/Aug 2016
TelePacific Communications	63-56-6420	\$ 85.93	110062	9/9/2016	Telephone service/Sept 2016/long distance/Aug 2016
		\$ 513.06	110062 Total		
T.H.E. OFFICE CITY	10-07-6300	\$ 9.32	110063	9/9/2016	Key tags
T.H.E. OFFICE CITY	10-07-6300	\$ 506.71	110063	9/9/2016	Bulletin board cabinet delivered
T.H.E. OFFICE CITY	10-44-6300	\$ 9.32	110063	9/9/2016	Key tags
T.H.E. OFFICE CITY	63-56-6300	\$ 9.33	110063	9/9/2016	Key tags
		\$ 534.68	110063 Total		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
THE RADAR SHOP, INC	10-21-6200	\$ 419.00	110064	9/9/2016	Recertified Radar 6 units for PD
		\$ 419.00	110064 Total		
TOSTA BARBARA J.	10-45-6725	\$ 195.00	110065	9/9/2016	Young @ Heart instructor/August 2016
		\$ 195.00	110065 Total		
True Blue Veterinary Group	10-21-6208	\$ 2,345.92	110066	9/9/2016	Monthly contract for animal service/other supplies
		\$ 2,345.92	110066 Total		
FISHWICK SHIRLEY	63-00-2010	\$ 1.73	110067	9/9/2016	Refund Check
		\$ 1.73	110067 Total		
WALKER ROBERT DUTTON & AMANDA/CHRIS	63-00-2010	\$ 44.97	110068	9/9/2016	Refund Check
		\$ 44.97	110068 Total		
DE LA CRUZ ROSALINDA	63-00-2010	\$ 84.53	110069	9/9/2016	Refund Check
		\$ 84.53	110069 Total		
VERDIN CESAR	63-00-2010	\$ 14.71	110070	9/9/2016	Refund Check
		\$ 14.71	110070 Total		
NGUYEN THUY VAN	63-00-2010	\$ 85.74	110071	9/9/2016	Refund Check
		\$ 85.74	110071 Total		
FINLEY SHARRON	63-00-2010	\$ 78.82	110072	9/9/2016	Refund Check
		\$ 78.82	110072 Total		
TUCKER ROBERT L.	63-00-2010	\$ 60.18	110073	9/9/2016	Refund Check
		\$ 60.18	110073 Total		
VAZQUEZ DAVID	63-00-2010	\$ 14.55	110074	9/9/2016	Refund Check
		\$ 14.55	110074 Total		
UNIVAR USA, INC	63-56-6300	\$ 385.46	110075	9/9/2016	120 gals sodium hypochlorite delivered Well #6
UNIVAR USA, INC	63-56-6300	\$ 656.79	110075	9/9/2016	225 gals sodium hypochlorite delivered Well #8
		\$ 1,042.25	110075 Total		
UNITED STATES POSTMASTER	10-21-6300	\$ 128.00	110076	9/9/2016	2 rolls stamps/1 roll postcard stamps/PD
		\$ 128.00	110076 Total		
VARGAS GEORGE	10-22-6690	\$ 50.00	110077	9/9/2016	
		\$ 50.00	110077 Total		
Verizon Wireless	10-21-6420	\$ 380.10	110078	9/9/2016	Mobile broadband service 8-19-16 to 9-18-16/PD
		\$ 380.10	110078 Total		
Watts Richard E.	10-21-6695	\$ 60.00	110079	9/9/2016	Per Diem/Basic Traffic Collision/Watts
Watts Richard E.	10-21-6695	\$ 60.00	110079	9/9/2016	Per Diem/POST DUI Course/Watts
		\$ 120.00	110079 Total		
Wells Fargo Bank/ATT: VCFFLSAP	10-22-6200	\$ 1,750.00	110080	9/9/2016	CSFEWBC-VLSA 15-16 Fire Fighter Service Awards
		\$ 1,750.00	110080 Total		



AP Check Register September 09, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Westside Landscape & Concrete	10-33-6300	\$ 51.60	110081	9/9/2016	6 Euonymus Fortune Coloratus-1 gallon
		\$ 51.60	110081 Total		
Wondries Fleet Group	71-21-7010	\$ 32,062.70	110082	9/9/2016	2016 Ford Explorer/PD
		\$ 32,062.70	110082 Total		
		\$ 312,120.51	Grand Total		



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING AUGUST 23, 2016
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Martina 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Day.
4. **Roll Call - PRESENT:** Graham, Mayor Pro Tem Candea, Day And Mayor Martina.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters** - None.
7. **Items from the Public - Non-Agenda Items** - None.
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The July 26, 2016 Meeting.
 - d. Approval Of A Formal Response To Civil Grand Jury Case #16-15GJ.

ACTION: On A Motion By Graham Seconded By Day, The Consent Calendar Was Approved By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

9. **Public Hearings** - None.

10. **Regular Business**

- a. Adopt Resolution No. 2016-54, A Resolution Approving A Staffing Adjustment Allocating Funding From One Level 1 Reserve Officer Position To Two Corporal Positions Using Existing Budget Funding.

ACTION: On Motion By Day Seconded By Candea, Resolution No. 2016-54, A Resolution Approving A Staffing Adjustment Allocating Funding From One Level 1 Reserve Officer Position To Two Corporal Positions Using Existing Budget Funding, Was Adopted By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2016-55, A Resolution Awarding Bid For One CNG Street Sweeper.

Council Member Graham Noted That The Bid Was \$20,000 Less Than The Grant Amount And Asked If The City Could Utilize Those Remaining Funds For Something Else.

City Manager Holland Noted That These Funds Are Very Specific But Indicated The Staff Would Research What Options The City Had For The Remaining \$20,000.

Council Member Candea Questioned If This Transition Away From The Contract Street Sweeping Company Would Be Require The City To Hire A New Employee.

City Manager Holland Noted That The Street Sweeping Position Was Already Included In The Approved Budget And That The Position Would Be Funded Via A Contract With The Waste Hauler.

ACTION: On Motion By Graham Seconded By Candea, Resolution No. 2016-55, A Resolution Awarding Bid For One CNG Street Sweeper, Was Adopted By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reminded Everyone That The 8th Annual West Side Healthcare Taskforce Health Summit Would Be On Thursday, August 25th And Thanked The City For The Use Of The West Side Theatre. DeMartini Noted That This Year's Biggest Loser Contest Had A Record Nine Teams Along With Fourteen Vendors. He Mentioned That The Contest Weigh-Out Would Take Place On October 26th In Gustine. DeMartini Indicated That The Crows Landing Air Base Environmental Impact Report Was Taking Longer To Complete Than Originally Anticipated But That It Should Be Completed By The End Of September. He Stated That Stanislaus County Was Still Willing To Contribute \$100,000 To The City's Pool Project Should Measure "M" Pass In November. DeMartini Concluded By Inviting Everyone To Attend The Del Puerto Water District's Wastewater Reclamation Project Ground Breaking Ceremonies On Friday, August 26th And Noted That This Project Was The First Of Its Kind In Stanislaus County.

12. Items From The City Manager And Staff.

City Manager Holland Thanked Supervisor DeMartini For His Efforts Related To The West Side Healthcare Taskforce And Health In General On The West Side. Holland Noted That Fall Festival Preparations Were In Full Swing For The Quickly Approaching Holiday Weekend Event. He Mentioned That The Youth Soccer Season Kicks Off On September 10th And That The City Had Recently Uploaded Information Regarding Measure "M" To The City's Website.

Finance Director Humphries Noted That The Auditors Were Continuing To Work On The Annual Audit And That The Financials Are Anticipated To Be Completed On Schedule.

City Planner Ocasio Provided A Brief Update Regarding The Skate Plaza Project.

Chief Bowen Noted That He Had Received Some New Volunteer Applications And That Currently, The Fire Department Had Eighteen Volunteer Firefighters.

13. Items From City Council Members.

Mayor Martina Reminded Everyone That The Fall Festival Was Right Around The Corner. Martina Mentioned That The City Of Gustine Would Be Hosting A Remember September Silent Candlelight Walk On Sunday September 11th. He Concluded By Noting That The OHS Football Season Would Begin On Friday August 26th.

14. Adjournment.

ACTION: On Motion By Day Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 7:21 P.M.

REPORT ON FY 2015/2016 CDBG ACCOMPLISHMENTS

RECOMMENDATION:

Adopt Resolution No. 2016- , A Resolution Of Concurrence And Acceptance Of The Stanislaus County CDBG FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER).

BACKGROUND:

Whenever a jurisdiction participates in the Community Development Block Grant (CDBG) Entitlement program such as the Stanislaus County CDBG Consortium, a Consolidated Annual Performance Evaluation Report (CAPER) must be prepared. The CAPER assesses the progress of the Consortium and its members in its implementation of projects and programs listed and described in the Annual Action and Consolidated Plans. The need for a public hearing at each member City is no longer required; however, each city must present their respective CDBG accomplishments to their City Councils on an annual basis.

ANALYSIS:

The draft FY 2015/16 CAPER was presented to the Board of Supervisors on August 23, 2016, a public review copy was made available that same day for a required 15-day public review period. The CAPER includes each City's FY 15/16 accomplishments, including public service grantee data.

As a result of updated demographic data, the City of Newman is no longer within a Low-Moderate Area (LMA) as reflected in HUD's Census Block Group data and, as such, does not meet the LMA benefit requirements allowing projects to proceed without individual door-to-door income surveys being conducted. An income survey is needed to verify that least 51% of the households in the project area are low-income, meeting the CDBG income eligibility thresholds. As the lead entity, Stanislaus County is responsible for developing said surveys, working with affected cities (Hughson, Newman, Oakdale and Patterson) to conduct the surveys, and submitting the surveys to HUD for certification before projects may proceed. The surveys for the projects listed below were conducted by County and City staff on April 28, 2016, and are in the process of being certified by HUD. Once the project areas are certified, the income certification is valid for 5 years. Future surveys will be conducted for additional planned projects.

1. **Inyo Avenue Infrastructure Project**
Installation/replacement of curb, gutter and sidewalk on the north side of Inyo Avenue from R Street to Merced Street.
2. **Q Street Infrastructure Project**
Installation/repair/replacement of Curb, Gutter, Sidewalk, Driveways, Tree Removal and Street Repair on the West side of the 1500 Block of Q Street between Merced and Stanislaus Streets
3. **Klehn Park Improvement Project**
Replacement of play structure, addition of swing set and ADA improvements at 1290 Amy Drive.

In Fiscal Year 2015-2016, the City of Newman entered into an agreement with the City of Waterford to shift their Fiscal Year 2015-2016 funds to the City of Waterford. As a result of the required HUD Income Surveys and the above agreement, the Inyo Avenue Infrastructure Project was placed on hold. In anticipation of HUD certification of the submitted income surveys, the project is scheduled to finalize engineering and begin construction in FY 2016/2017.

FISCAL IMPACT:

Positive, the City of Newman was allocated \$154,356 in fiscal year 2015/2016.

CONCLUSION:

Staff recommends that the City Council Adopt Resolution No. 2016- , A Resolution Of Concurrence And Acceptance Of The Stanislaus County CDBG FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER).

ATTACHMENTS:

1. Resolution No. 2016- , A Resolution Of Concurrence And Acceptance Of The Stanislaus County CDBG FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER).
2. Excerpted FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER).

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2016-

**A RESOLUTION OF CONCURRENCE AND ACCEPTANCE OF THE STANISLAUS COUNTY
CDBG FY 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT
(CAPER)**

WHEREAS, the Stanislaus County CDBG Consortium includes the County of Stanislaus, Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and each have unanimously chosen to participate in the entitlement process thereby receiving a portion of the CDBG, HOME and NSP funds allocated to Stanislaus County and;

WHEREAS, the Stanislaus Urban County has prepared the FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER); and

WHEREAS, the CAPER assesses the progress of the Consortium and its members in its implementation of projects and programs listed and described in the Annual Action and Consolidated Plans; and

WHEREAS, each Consortium member must present their respective CDBG accomplishments to their respective Boards/Councils on an annual basis; and

WHEREAS, the draft FY 2015/16 CAPER was presented to the Board of Supervisors on August 23, 2016 and a public review copy was made available that same day for a required 15-day public review period; and

WHEREAS, The CAPER includes each City's FY 15/16 accomplishments, including public service grantee data.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby concurs and accepts the proposed FY 2015-2016 Consolidated Annual Performance Evaluation Report (CAPER).

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of September, 2016 by Council Member _____, who moved its adoption which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Bob Martina, Mayor

Mike Maier, City Clerk

EXCERPTED VERSION

FISCAL YEAR 2015-2016

**CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION
REPORT
(CAPER)**



Stanislaus Urban County
CDBG • HOME • NSP • ESG



Prepared By:
STANISLAUS COUNTY
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
1010 10th Street Suite 3400 • Modesto, CA 95354

SEPTEMBER 2016

STANISLAUS COUNTY BOARD OF SUPERVISORS

District 1 William O'Brien, Vice Chairman
District 2 Vito Chiesa
District 3 Terry Withrow,
District 4 Dick Monteith, Chairman
District 5 Jim De Martini



CITY OF CERES

Mayor Chris Vierra
Vice Mayor Bret Durossette
Councilmember Mike Kline
Councilmember Ken Lane
Councilmember Linda Ryno



CITY OF HUGHSON

Mayor Matthew Beekman
Mayor Pro Tem Jeramy Young
Councilmember George Carr
Councilmember Jill Silva
Councilmember Harold Hill



CITY OF NEWMAN

Mayor Robert Martina
Councilmember Murray Day
Councilmember Roberta Davis
Councilmember Nick Candea
Councilmember Casey Graham



CITY OF OAKDALE

Mayor Pat Paul
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Councilmember J.R. McCarty
Councilmember Cherilyn Bairos
Councilmember Richard Murdoch



CITY OF PATTERSON

Mayor Luis I. Molina
Councilmember Peter La Torre Jr.
Councilmember Dominic Farinha
Councilmember Deborah Novelli
Councilmember Dennis McCord



CITY OF WATERFORD

Mayor Michael Van Winkle
Vice Mayor Jose Aldaco
Councilmember Joshua Whitfield
Councilmember John Gothan
Councilmember Ken Krause



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First Program Year CP 15-20 2015-2016 Consolidated Annual Performance Evaluation Report

GENERAL

Executive Summary

Stanislaus County, recognized as an eligible Urban County by the U.S. Department of Housing and Urban Development (HUD), annually receives Community Development Block Grant (CDBG) funds and Emergency Solutions Grant (ESG) funds. In 2002, Stanislaus County formed the Stanislaus County Community Development Block Grant Consortium, which includes Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, collectively hereafter referred to as the "Stanislaus Urban County."

As an application for these funds, HUD requires Stanislaus County to prepare and submit either a three or five-year Consolidated Plan (Con Plan) and Annual Action Plans. At the end of each fiscal year, Stanislaus County is also required to prepare annually the Consolidated Annual Performance and Evaluation Report (CAPER) to report the progress made in accomplishing the goals set forth in the Con Plan and Annual Action Plan (AAP) for the CDBG and the ESG Programs. This CAPER is for Fiscal Year 2015-2016, beginning July 1, 2015, and ending June 30, 2016.

In Fiscal Year 2015-2016, the Stanislaus Urban County continued its focus on effectively administering and implementing CDBG and ESG programs as well as the Neighborhood Stabilization Program (NSP) programs.

The Fiscal Year 2015-2016 grant allocation amounts for each respective entitlement program were:

CDBG	\$ 2,197,687
ESG	\$ 190,669
Total:	\$2,388,356

The Stanislaus Urban County members are also members in the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (hereafter referred to as the "HOME Consortium"). The Fiscal Year 2015-2016 HOME allocation amount for the Urban County members was \$911,823.

As the lead agency, the City of Turlock administers the HOME program for the Stanislaus Urban County and reports comprehensive HOME activity for the partnering jurisdictions in the HOME Consortium CAPER. The HOME Consortium CAPER may be accessed by contacting the City of Turlock's Housing Program Services Division. Although the City of Turlock is responsible for reporting HOME activity to HUD, this document includes some of Stanislaus Urban County members' HOME housing activity accomplishments.

CDBG, ESG, and HOME funds are designed to primarily serve the low-income community as defined by the Area Median Income (AMI) limits for Stanislaus County, determined by the U.S. Department of Housing and Urban Development (HUD). The

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AMI's are broken down into the following categories (AMI limits in place during Fiscal Year 2015-2016):

Median Income	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$53,300	Extremely Low (30%)	\$11,950	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$35,300	\$37,600
	Very Low (50%)	\$19,950	\$22,800	\$25,650	\$28,450	\$30,750	\$33,050	\$35,300	\$37,600
	Low (80%)	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

Source: HUD April 2015

The above listed funding sources assisted the Stanislaus Urban County to address the challenges within the Stanislaus Urban County communities, including but not limited to continuing the efforts to stabilize the troubled housing market through acquisition, rehabilitation, down payment assistance, energy efficiency improvements, homeless prevention, and rapid re-housing opportunities, as well as essential public services for the low-income community.

These programs have also had an impact on the local workforce and economy as they have created job opportunities for those in the construction, real estate, and social service industries.

The Urban County continued to collaborate with the Stanislaus Housing and Supportive Services Collaborative (CoC) on homeless services and program. At the local level, this collaborative provides the most comprehensive analysis of the homeless population and service availability in Stanislaus County. This collaborative is comprised of the Housing Authority of the County of Stanislaus (HACS), Community Housing and Shelter Services, Behavioral Health and Recovery Services, Center for Human Services, We Care Program, Children's Crisis Center, the City of Turlock, the City of Modesto, faith-based organizations, and over a dozen service providers.

One purpose of the CoC is to fund projects that assist homeless persons in self-sufficiency and permanent housing. Funds may be allocated through a competitive process and used for the Supportive Housing Program (SHP) and Shelter Plus Care.

The CoC System consists of three components. They are:

- 1) Emergency shelter/assessment effort which provides immediate shelter and can identify an individual's needs; or,
- 2) Offering transitional housing and necessary social services. Such services include substance abuse treatment, short-term mental health services, independent living skills, job training; or,
- 3) Providing permanent supportive housing arrangements. ESG funded projects are related to the CoC System as they provided emergency shelter while working on identifying needs of the homeless, offered transitional housing and necessary social services, and provided permanent supportive housing arrangements.

On October 28, 2014, the Board of Supervisors adopted a plan called Focus on Prevention 2015, which is a strategy for community transformation in four areas critical to the quality of life in Stanislaus County (homelessness, strengthening families, youth early intervention, and reducing recidivism). The goal of the Focus on Prevention Initiative is to bring all sectors of the community together to provide

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an opportunity for cross-sector development of community-wide prevention strategies.

As stakeholder groups from the Focus on Prevention Initiative continued to meet they evolved, one group in particular emerged as the Homeless Action Council. Similar in purpose, the council consists of active members from the Stanislaus Housing and Supportive Services Continuum of Care Collaborative (CoC). Throughout Fiscal Year 2015-2016, the CoC and the Homeless Action Council worked together on strengthening efforts to address and collaborate on homeless issues. As a result of the collaboration was the transformation of the local CoC into the Community System of Care (CSoC).

Specific Fiscal Year 2015-2016 projects and their accomplishments are identified in the respective program sections (CDBG, ESG, and NSP) of this document.

The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, ESG, HOME, and NSP). Responses to those questions are provided directly below each question.

PERFORMANCE & EXPERIENCE

Consolidated Plan Progress Summary

1. Assessment of the one-year goals and objectives:

- a. Describe the accomplishments in attaining the goals and objectives for the reporting period.**
- b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.**

A summary of the accomplishments per jurisdiction for the Stanislaus Urban County is contained in the Community Development Summary section of this CAPER. The referenced section includes a breakdown of grant funds spent on grant activities.

2. Describe the manner in which the recipient would change its program as a result of its experiences.

Based on past experience, Stanislaus County staff utilizes an infrastructure timeline that provides a timeliness framework for Stanislaus Urban County members to follow. This timeline helps outline a process that will ensure timely use of funds and increase project efficiency. Without this in place, CDBG funded infrastructure projects may not be prioritized to meet the CDBG timeliness deadline every fiscal year.

With the elimination of Redevelopment Agencies in California, Stanislaus Urban County members have been constrained in accomplishing the revitalization, economic development, and community development needs of low-income communities and neighborhoods. As a result, Stanislaus Urban County members have had to adjust their activities and undertake only what their CDBG allocation allows them to complete. Most Urban County infrastructure projects had to be scaled back substantially, which affected project completion timeframes. As a result, completion of these projects has been extended over several years.

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Stanislaus Urban County members meet with the City of Turlock as the HOME Consortium every other month to track activity and expenditure progress. The HOME Consortium collaboratively works to ensure timeliness deadlines are met. The Housing Authority of the County of Stanislaus (HACS) administers the Housing Rehabilitation Program on behalf of the County, which is funded by HOME, and CalHome.

The HACS provides reports to Stanislaus County program staff during monitoring visits. Progress on current loans and funding availability are provided, as well as any other issues that may arise from projects, upon request.

There are monitoring procedures tailored to the above-mentioned programs. Stanislaus County staff is continually working on improving program oversight by attending training on compliance topics, keeping up to date with amendments to regulations and/or Office of Management and Budget (OMB) circulars, and developing written procedures and forms.

2. Describe the results of your monitoring including any improvements.

The monitoring process in place has proven to be effective. Conducting monitoring visits quarterly has allowed Stanislaus County staff to be informed of the programs and projects' activity and status. It also allows for sub-recipients to be on track with timeliness requirements and deadlines. In the event of a shortfall in any of the projects/programs, Stanislaus County staff provides technical assistance as needed. The process also allows for an open line of communication among Stanislaus Urban County staff and sub-grantees throughout the year.

Self-Evaluation

3. Self-Evaluation

a. Describe the effect programs have in solving neighborhood and community problems.

All CDBG, HOME, ESG, and NSP funded programs contribute to the improvement of neighborhoods & communities and address community problems. CDBG, HOME, and ESG funded programs and projects address the objective of benefiting low and moderate income persons. Without the assistance, many individuals and families would lack access to valuable services that address some of their basic needs. As a result, these services provide them with a safer and more suitable living environment. The improved living environment via the provision of public services, infrastructure improvements in low income neighborhoods, and housing programs have the potential to provide improved educational and economic opportunities that in the long term, may lead to improving the lives of individuals and the community as a whole.

Urban County staff conducted HUD certified Income Surveys for project areas in the cities of Hughson, Oakdale, Patterson and Newman in Fiscal Year 2015-2016. The income survey process involved staff going door to door and with a questionnaire form and this opened dialogue on infrastructure projects, community concerns and needs. Residents in all four cities cited issues with flooded streets, lack of adequate street lighting, pedestrian safety, and concerns for children walking to and from school in the muddy water logged streets with no sidewalks. The income survey

results not only verified the income of the residents but also the importance of the infrastructure project in the project areas.

As the lead agency, Stanislaus County staff supports Stanislaus Urban County members on their path towards the goals identified by the community during the Con Plan process. Those goals included infrastructure improvements, public services, and affordable housing programs considered the most important for the community as a whole. With that framework in mind, the Stanislaus Urban County and the public service review panel (made up of representatives of the Stanislaus Urban County and the CSoC) assures that the Con Plan priorities become a reality for the community.

b. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.

The Stanislaus Urban County provides decent affordable housing through partnerships with local non-profits, such as Habitat for Humanity and government agencies such as the HACS. Examples of these projects include a combination of programs through Habitat for Humanity to provide potential homebuyers their first home. On January 26, 2016, the Board of Supervisors approved a Reuse Plan for the use of \$624,482 in Successor Housing Agency funds for Habitat for Humanity to develop six (6) units of affordable housing units within the former RDA Project Area No. 1 as per the approved Reuse Plan. County staff has worked this last fiscal year with Habitat for Humanity to develop a WorkPlan for these affordable housing units. As of the end of this fiscal year there has been no complete WorkPlan submitted to Stanislaus County. Whenever possible, the HACS partners with the Stanislaus Urban County to provide rehabilitation programs to improve existing income eligible homeowners a suitable living environment free from health and safety concerns within their home.

In an effort to assist small businesses in expanding their economic opportunities the Stanislaus Micro-Enterprise Assistance Program (SMEAP) was developed and implemented in January 2016. SMEAP is a program provided by the Alliance Small Business Development Center (SBDC) that provides no-cost professional business consulting and mentoring to income eligible residents who own a micro-business or are considering starting a business in the Urban County.

c. Indicate any activities falling behind schedule.

In general, most activities are on schedule. Activities that span more than one fiscal year may fall behind schedule for reasons out of Stanislaus Urban County staff's control such as staffing reductions, general fund limitations, or third party delays (i.e. utility companies' delays). Infrastructure projects can experience periodic delays due to weather conditions beyond the control of Stanislaus Urban County staff. If this occurs it will be reflected in the respective project's summary section of this CAPER.

Some of the goals identified within the Neighborhood Revitalization Strategy Area plan are a little behind schedule. In previous years staff worked with organizations and residents within the Airport and Parklawn neighborhoods to determine the best course of action in terms of neighborhood improvement. A number of organizations expressed interest in becoming a designated Community Based Development Organization (CBDO) for the Parklawn and Airport neighborhoods but lack the capacity to take on that role. During Fiscal Year 2015-2016, staff coordinated with

Discussion with the City of Turlock staff as the HOME Consortium lead continued in Fiscal Year 2015-2016 for assistance in operating housing programs.

CITY OF NEWMAN OBJECTIVES

INFRASTRUCTURE: To address the need for infrastructure improvements in low-income neighborhoods and communities.

Analysis and Actions

In Fiscal Year 2014-2015, the City of Newman lost its Low-Mod Area (LMA) due to the updated HUD Census Block Group data released in 2014. This has imposed a direct constraint to the City of Newman on its ability to effectively and efficiently undertake and deliver much needed infrastructure improvements. The City must now turn to conducting project area income surveys in order to conduct infrastructure improvement activities. The Urban County sees this as a constraint due to the administrative burden the survey process imposes on already limited staff levels both at the County and City level, and the survey approval process at the HUD level. In Fiscal Year 2015-2016, the City conducted a HUD certified Income Survey for two infrastructure project areas and a park improvement project. As a result of the survey all 3 project areas are pending certification as LMA. The City of Newman will proceed with the infrastructure projects in the upcoming fiscal year.

AFFORDABLE HOUSING: To increase and maintain the supply of affordable housing.

Analysis and Actions

During Fiscal Year 2015-2016, the City of Newman offered a Down Payment Assistance program for first time homebuyers. Due to the rising home prices and lack of qualified applicants the program had no activity during this last year.

CITY OF OAKDALE OBJECTIVES

INFRASTRUCTURE: To address the need for infrastructure improvements in low-income neighborhoods and communities.

Analysis and Actions

The City of Oakdale completed construction of the Davitt Avenue project. Due to higher project costs than anticipated costs, the City of Oakdale was forced to split the project into several phases. The Phase I has been completed and Phase II was started in Fiscal Year 2014-2015 and completed in April 2016. The project consists of the construction of water and sewer line replacement and installation of curb, gutter and sidewalks along Davitt Road from West J Street to the north and ends at the Burlington Northern Santa Fe Railroad right-of-way to the south. The project benefitted an estimated 48 households and (200 residents).

AFFORDABLE HOUSING: To increase and maintain the supply of affordable housing.

Analysis and Actions

The City of Oakdale continues to provide a Down Payment Assistance program to eligible homebuyers. A maximum amount of \$50,000 in down payment assistance is available to help residents buy their first home. In Fiscal Year 2015-2016, there was no activity for the city's first time homebuyers Program.

NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

To maximize the overabundance of vacant single-family properties as a potential resource for affordable housing for moderate, low and very-low income households, The Stanislaus Urban County participated in the Neighborhood Stabilization Program (NSP) during the recent foreclosure crisis. NSP connected first-time homebuyers to DPA and affordable single-family homes within the Stanislaus Urban County cities and unincorporated areas of the county. Stanislaus Urban County was awarded a total of \$9,744,482 million, under the Housing and Economic Recovery Act (HERA) of 2008, for the purchase of foreclosed or abandoned homes to rehabilitate, redevelop, and resell to first time homebuyers with incomes up to 120% of the Area Median Income (AMI). In Fiscal Year 2011-2012, the Stanislaus Urban County was awarded an additional \$4,175,947 under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 to expand its Neighborhood Stabilization Program.

At the end of Fiscal Year 2015-2016, the Stanislaus Urban County had drawn \$9,741,277.24 of NSP 1 program funds or approximately 99.9% of the grant. In addition, the Stanislaus Urban County has drawn \$4,053,316.41 of NSP 1 program income (PI). Regarding NSP 3, the Stanislaus Urban County had drawn \$4,037,904.57 of program funds or 96.7% of the grant. In addition, \$837,520.75 of NSP 3 PI was drawn.

As a result, of the decline in foreclosures and program income resulting from the NSP Program, a substantial amendment was conducted in May of 2014. The substantial amendment allows the use of NSP funds for the demolition of vacant and abandoned dangerous buildings (ADB). The program income available for the ADB program consists of a total of \$974,482 from NSP 1 activities and \$417,594 from NSP 3 activities. During Fiscal Year 2015-2016, 1 NSP home was sold to an eligible first-time homebuyer.

EMERGENCY SOLUTIONS GRANT (ESG)

The Stanislaus Urban County was awarded \$190,669 in Fiscal Year 2015-2016 ESG program funds. Of those funds \$20,031 was utilized to stabilize housing for 29 individuals who were at-risk of becoming homeless and \$70,465.31 was utilized to re-house 66 homeless individuals. All funds include the cost of case management, which is provided in conjunction with rental assistance.

DOWN PAYMENT ASSISTANCE (DPA) PROGRAM

Stanislaus County provides a DPA Program for first time homebuyers, which provides assistance of up to \$50,000. The County utilizes HOME and CalHome funds to assist eligible buyers in the form of low interest silent second loans. During the Fiscal Year 2015-2016, the County assisted one income eligible household with down payment assistance. The program is designed for low-income households to purchase a home in County unincorporated communities. The Cities of Hughson and Waterford do not currently operate a down payment assistance or housing rehabilitation program.

The City of Ceres funds a DPA Program for income eligible households. The City of Ceres provided DPA to nine homebuyers during Fiscal Year 2015-2016.

The City of Newman funds a DPA Program for income eligible households. The City provides up to \$40,000 in assistance to first time homebuyers for homes in the City

of Newman. The City of Newman did not provide any DPA loans in Fiscal Year 2015-2016.

The City of Oakdale funds a DPA Program for income eligible households. The City provides up to \$50,000 in assistance to first time homebuyers for homes in the City of Oakdale. The City of Oakdale did not provide any DPA loans in Fiscal Year 2015-2016.

The City of Patterson funds a DPA Program for income eligible households. The City provides up to \$100,000 in assistance to first time homebuyers for homes in the City of Patterson. The City of Patterson did not provide any DPA loans in Fiscal Year 2015-2016.

HOUSING REHABILITATION PROGRAM

Several Stanislaus Urban County members fund their own Housing Rehabilitation Program. This program is available to homeowners who need assistance with the costs of repairing emergency health and safety issues into their homes. Repairs and improvements may include but are not limited to items such as handicap ramps, restroom grab bars, plumbing repairs, new roofs, and HVAC repairs. The amount of assistance varies depending on the health and safety repairs needed. In cases where the cost to rehabilitate the home exceeds 75% of the value of the home, a rebuild of the home is recommended.

This program only assists owner-occupied housing units and is available to residents of Stanislaus Urban County communities that have an active program (Stanislaus Unincorporated Areas, Waterford, and Patterson). This fiscal year three households, Stanislaus Urban County-wide, were approved for assistance to conduct health and safety home repairs through this program.

MULTI-FAMILY HOUSING DEVELOPMENT

In a previous fiscal year, the Stanislaus Urban County acquired a 3 acre vacant lot in the City of Oakdale through the Neighborhood Stabilization Program. During this fiscal year, the City of Oakdale partnered with the HACS to develop the empty parcel in a multi-family housing development. The HACS has been pursuing funding to complete planning and begin construction of this parcel with a goal of beginning construction in Fiscal Year 2016-2017.

Efforts to Address "Worst-Case" Housing Needs

3. Describe efforts to address "Worst-Case" housing needs and housing needs of persons with disabilities.

In efforts to address "worst-case" housing needs and housing needs of persons with disabilities, the Stanislaus Urban County partners with organizations such as the HACS and Disability Resource Agency for Independent Living (DRAIL). Project Sentinel, the Urban County's Fair Housing service provider, and DRAIL, a non-profit who assists individuals with disabilities in obtaining needed assistive technology and housing accessibility, work closely with one another through client referral to ensure individuals with disabilities are not suffering from discrimination related to housing. Throughout Fiscal Year 2015-2016, 1,590 individuals with disabilities received food

assistance, shelter, housing or case management services through agencies that received CDBG Public Services or ESG funds from Stanislaus County.

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

The Stanislaus Urban County actively partners with HACS and the CoC in all activities related to improving public housing and resident initiatives. If an opportunity arises, the Urban County provides resources such as in-kind match, technical assistance and referrals to CDBG and ESG funded programs to the residents in public housing.

The HACS is the largest property manager of multi-family and single household public housing units for the lower income population of Stanislaus County. The HACS is committed to provide decent affordable housing to its residents and in doing so, the HACS keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

Stanislaus County on behalf of the Urban County contracted out with Project Sentinel to provide fair housing and tenant landlord mediation services. This agency assists residents and property managers to understand their rights and responsibilities as renters and landlords. According to survey results from previous clients, the agency reports that the number one barrier besides the price of housing is the lack of awareness from renters and landlords on fair renting practices and procedures.

The Urban County continues to partner with non-profit housing developers such as HACS and Habitat for Humanity to provide affordable rental and home buying opportunities.

1. Assessment of Relationship of HOME Funds to Goals and Objectives **a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.**

Stanislaus Urban County participating jurisdictions are members in the City of Turlock/Stanislaus County HOME Consortium. As the lead agency, the City of Turlock administers the HOME program and reports the partnering jurisdictions' activities in the HOME Consortium's CAPER.

ADDRESSING HOMELESSNESS

1. Identify actions taken to prevent homelessness.

Homelessness was the first targeted area of focus for the County's Focus on Prevention Initiative, bringing together private and public partnerships to address the issue. A restructuring of the entire local Continuum of Care, into what is now known as the Community System of Care (CSoC) has brought forth a wider range of

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community participation from both the public and private sectors. A leadership team, technical committee and a housing innovations committee work closely with the CSoC to provide resources and guidance on issues regarding housing and supportive services. As a result of work of these groups a coordinated access system is emerging as well a one stop shelter-resource pilot program.

Throughout Fiscal Year 2015-2016, the Stanislaus Urban County continued to implement the Emergency Solutions Grants program, as amended by the HEARTH Act, which combines previously eligible Emergency Shelter Grant activities with Homeless Prevention and Rapid Re-Housing activities. This fiscal year Community Housing and Shelter Services (CHSS), the Children's Crisis Center, Family Promise and We Care of Turlock all received ESG funding to provide homeless prevention and rapid re-housing services. These funds are targeted to homeless individuals and families or individuals and families at-risk of losing their housing and provide a combination of intensive case management and rental assistance with the ultimate goal of securing clients in permanent housing.

Overall, these programs provided rental assistance and case management to 26 households, made up of 66 individuals, throughout the county. Each of these homeless prevention and rapid re-housing programs connects clients to case managers who work with each household to develop a goal oriented housing action plan, which centers on identifying and connecting clients with any needed services such as TANF, Food Stamps, Veteran's Benefits, budgeting, job training, employment opportunities, etc.

In addition to rental assistance, the Center for Human Services provided utility assistance payments, case management, and resource and referral services to 1,537 unduplicated individuals residing in the communities of Oakdale, Patterson, Newman, and Ceres. This emergency assistance allowed households struggling with the decision to either pay rent or utilities, to stabilize their housing situations and remain in their current housing.

The Children's Crisis Center's Marsha's, Guardian and Verda's House facilities utilized ESG and CDBG Public Service funds to operate a daycare and shelter facility for infants, toddlers and children at-risk of homelessness. The facility provided parents case management services, allowing them to find and maintain jobs, housing and other necessary services. Throughout Fiscal Year 2015-2016, the Guardian House shelter facility served 60 children and adults, the Marsha's House shelter facility served 20 children and adults and Verda's shelter facility served 19 children.

The Stanislaus Urban County partnered with four homeless service providers through the Emergency Solutions Grants Program. A more detailed description of what each ESG funded program accomplished is provided under the ESG Program Performance section of this document.

Additionally, Stanislaus Urban County staff worked closely with the ESG/HMIS Subcommittee of the CSoC, made up of representatives from the City of Modesto, Stanislaus County, the Housing Authority, and homeless service providers, to improve the Homeless Management Information System (HMIS). and began the process of developing of a coordinated intake and assessment process which will ultimately be implemented County wide. Through ESG funds, the Stanislaus Urban County provided funding to the CoC to assist with HMIS data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CSoC's homeless data collection to act as a much more

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- Short-term Rental Assistance (up to 3 months)
- Medium-term Rental Assistance (4 – 24 months)
- Payment of Rental Arrears (one-time payment for up to 6 months of rental arrears, including any applicable late fees)

➤ **Homeless Management Information Systems- HMIS (Up to 7.5% of total FY 2015-2016 ESG allocation)**– Participation in HMIS is required.

HMIS eligible expenses include:

- Administering
- Monitoring
- Reporting
- Training
- Technical Support
- Participation Fees/Software

➤ **Administration (Up to 7.5% of total FY 2015-2016 ESG allocation)**

During the Fiscal Year 2015-2016, Stanislaus Urban County was awarded \$190,669 for the Emergency Solutions Grants program.

Funds were set aside to allow non-profits and service providers to apply through a competitive grant process for ESG grants. Funds must be utilized to assist eligible Stanislaus Urban County residents within the framework of HUD approved ESG activities. Grant applications were made available in a CDBG/ESG Technical Workshop, which was held on January 7, 2015. Applications received were reviewed and scored by a committee consisting of representatives from the Stanislaus Urban County six participating cities, a representative from the County's CEO office, and a representative from the Community System of Care (CSoC). The top scoring applications were then presented to the County Board of Supervisors for final approval.

Two (2) emergency homeless shelter facilities, one (1) transitional shelter facilities, and three (3) homeless prevention and rapid re-housing assistance providers, received funds during the Fiscal Year 2015-2016 to provide ESG services throughout the County. Fiscal Year 2015-2016 ESG recipients utilized approximately \$241,300 in matching funds from other public and/or private sources to ensure successful programs. Out of the total 511 individuals served by the seven (7) programs funded with ESG funding during the Fiscal Year 2015-2016 the following were served within each Stanislaus Urban County area:

FY 2015-2016 ESG Individuals Served

Ceres	79
Hughson	23
Newman	14
Oakdale	11
Patterson	27
South Modesto	80
Keyes	13
Denair	7
Other unincorporated areas	257
Total	511

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The following is a summary of ESG program grantees, including their grant funds awarded and expended, their HUD issued IDIS activity number, and a brief description of what they accomplished throughout the 2015-2016 Fiscal Year:

STANISLAUS COUNTY

ESG Administration

Activity #552

TOTAL AWARDED

\$14,300.00

TOTAL EXPENDED

\$14,300.00

ESG funds were used to pay for administration costs for Stanislaus County staff involved with the program. This includes, but is not limited to time that is devoted to the coordination and administration of the ESG program, preparation for implementation of the revised Emergency Solutions Grant program, and Homeless Management Information System (HMIS).

CHILDREN'S CRISIS CENTER

Marsha'a High Risk Shelter

Activity #555

Fiscal Years 2015-2017 (Year 1)

TOTAL AWARDED

\$16,129.00*

TOTAL EXPENDED

\$ 4,230.00

This program provided shelter, emergency care, meals, crisis intervention and homeless support services infants and toddlers up to 3 years of age who are at-risk children and youth in the areas of Ceres, Empire, Patterson, Salida and Grayson who have been abused neglected or at-risk of becoming homeless. Parents also receive case management and resource and referral services. In Fiscal Year 2015-2016, this program provided temporary emergency shelter to 20 at-risk children.

* The remainder of the ESG funds will be spent down for the same activity throughout Fiscal Year 2016-2017. This agency has a 2 year ESG agreement that extends their services until June 2017.

CHILDREN'S CRISIS CENTER

Verda's Children Shelter

Activity #555

Fiscal Years 2015-2017 (Year 1)

TOTAL AWARDED

\$22,200.00*

TOTAL EXPENDED

\$ 1,613.52

This program was a new program that provided shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants, toddlers and school age children ages birth to 17 living in Turlock, Newman, Patterson, Hughson, Hickman and Waterford. In Fiscal Year 2015-2016, this program provided temporary emergency shelter to 19 at-risk children.

* The remainder of the ESG funds will be spent down for the same activity throughout Fiscal Year 2016-2017. This agency has a 2 year ESG agreement that extends their services until June 2017.

care reform measures they will be implementing. On October 1, 2011 California passed a corrections realignment plan, which shifts responsibility from the state to counties for the custody, treatment, and supervision of individuals convicted of specified nonviolent, non-serious, non-sex crimes. Stanislaus County Urban County and the CSoC collaborate with Stanislaus County Sheriff's and the Probation Department to discuss services available for recently discharged parolees to help prevent homelessness among that population.

COMMUNITY DEVELOPMENT

1. Assessment of Relationship of CDBG Funds to Goals and Objectives

a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan (Con Plan), particularly the highest priority activities.

The priorities identified in the Con Plan are public infrastructure, economic development, affordable housing and public services.

In many neighborhoods and communities of the planning area, public infrastructure is minimal or non-existent, causing this to be a high priority need. Infrastructure such as sewer, water, curb, gutter, sidewalk, and storm drainage are typical development standards in newer neighborhoods, but are non-existent in older neighborhoods. The cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, as well as Stanislaus County utilized CDBG funds for infrastructure improvement related projects. As a result of these improvements, residents of the surrounding project area enjoy an improved quality of life.

Stanislaus County developed an economic development program which was included as part of the Fiscal Year 2012-2013 CDBG Annual Action Plan (AAP). However, after plan approval, HUD did not believe the program qualified as an eligible activity. The program was subsequently put on hold. None of the allocated funds for the Economic Development program have been spent. A revised economic development program was included for in the Fiscal Year 2015-2020 Consolidated Plan. Stanislaus County anticipates being able to implement economic development activities as proposed during the 2015-2020 Consolidated Plan period. Although none of the allocated funds for the Economic Development program were spent, a small business technical assistance program was developed and implemented in partnership with the Alliance SBDC in Fiscal Year 2015-2016.

Through the Public Services Program, the Stanislaus Urban County sets aside approximately 10% of its annual CDBG allocation for programs that provide services to low to moderate-income families or individuals. In Fiscal Year 2015-2016, a total of ten (10) public service programs were awarded \$219,768. Over 11,712 individuals received a form of service through the funded agencies. Funded services ranged from meal and shelter for low-income children to emergency food assistance programs. The services provided through the funded programs positively impact the lives of the individuals served.

b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.

The loss of redevelopment agencies has imposed constraints on the progress of infrastructure activities originally planned for. Most activities had originally been

\$25,000.00 Funds Budgeted**\$24,999.00 Funds Expended**

Stanislaus County contracted with Project Sentinel to provide fair housing services that allowed residents to be aware of housing rights, be informed of housing opportunities, and overcome housing discrimination. This is accomplished by in-depth conciliation/mediation, and when necessary, litigation. The main objective of the agency is to raise the level of awareness of fair housing rights and responsibilities among home seekers, owners, property managers, and the general public.

During this fiscal year, Project Sentinel provided information and referral services to 596 individuals, made up of 310 households. The agency's fair housing consultation and investigation services processed 11 fair housing cases and 20 tenant/landlord cases throughout Fiscal Year 2015-2016. Services provided for these cases included testing, canvassing, statistical analysis, witness interviews and counseling. Of the eleven (11) cases that were opened, four (4) were handicap/disability related; three (3) were race related; two (2) were related to familial status; and two (2) was related to intimidation and harassment. Seventeen (17) of the twenty (20) tenant/landlord cases were successfully counseled and educated in fair housing and/or reached conciliatory agreements. The Fair Housing hotline received a total of 407 tenant-landlord and fair housing calls during the year. In addition, seven (7) Fair Housing presentations were conducted to client groups or other agencies. Tester training and recruitment was conducted throughout the year as needed. Also, throughout the year, the agency attended and participated in numerous community activities, meetings, and presentations where educational materials, fair housing literature, agency flyers, or business cards were distributed to the attendees or left at sites for public display. Out of the total individuals served by Project Sentinel's Fair Housing services during the Fiscal Year 2015-2016 the following were served within each Urban County area:

FY 2015-2016**Fair Housing Individuals Served**

Ceres	200
Hughson	20
Newman	36
Oakdale	123
Patterson	52
Waterford	47
Keyes	3
Empire	23
Salida	23
Denair	23
Valley Home	1
Hickman	4
Other unincorporated areas	41
Total	596

Stanislaus Urban County

The City of Hughson completed the Hughson Avenue Sidewalk project in March 2016. The project consisted of the installation of curb, gutter and sidewalk on Hughson Avenue from 7th Street. The project included required ADA accessibility improvements and maintained appropriate regulations, including cross slope and access. The infrastructure improvement project benefited a total of 250 households (940 residents).

CITY OF NEWMAN

Project Administration

Activity # 563

\$15,209.00 Funds Budgeted
\$ 3,924.68 Funds Expended*

This expenditure includes costs associated with general management, oversight, and coordination of the CDBG program. City staff track the time spent for project administration and submits to Stanislaus County CDBG staff for verification and processing.

* Any unexpended funds will be allocated to an existing City of Newman infrastructure project.

Inyo Avenue Infrastructure Project

Activity #564

\$139,147.00 Funds Budgeted
\$ 0.00 Funds Expended

Initial engineering and design was initiated during Fiscal Year 2014-2015, but given the HUD Census Data determinations regarding CDBG Census Block Groups (LMA areas), the project was placed on hold until an income survey of the project area can be completed. The project consists of the installation of curb, gutter and sidewalk on the north side of Inyo Avenue from R Street to Merced Street. County staff worked with the city complete an income survey needed to verify the projects LMA eligibility. An income survey has been completed and is pending certification by HUD. In anticipation of HUD certification, the project is scheduled to begin construction in early October. Once completed a total of 35 households (200 residents) are estimated to benefit from the project

CITY OF OAKDALE

Project Administration

Activity #565

\$15,209.00 Funds Budgeted
\$ 2,314.12 Funds Expended*

This expenditure includes costs associated with general management, oversight, and coordination of the CDBG program. City staff track the time spent for project administration and submits to Stanislaus County staff for verification and processing.

* Any unexpended funds will be allocated to an existing City of Oakdale infrastructure project.

PUBLIC SERVICE GRANTEES

The Stanislaus Urban County set-aside \$219,768, or approximately 10% of its CDBG Entitlement funds, for the Public Service Grant Program. Under the program, Stanislaus Urban County public service grants are awarded to non-profit organizations that provide new or expanded services to eligible Stanislaus Urban County area residents. The activities funded must be targeted for one of the following CDBG national objectives: directly benefit low income individuals; elimination of blighting conditions; or, response to economic distress and dislocation. During Fiscal Year 2015-2016, the Stanislaus Urban County provided funding to 10 non-profit service providers for 10 different programs. Non-profits and service providers applied for the grants through a competitive process, with a maximum grant amount award of \$20,000. Grant applications were made available in a CDBG/ESG Technical Workshop, which was held on January 7, 2015. Applications received were reviewed and scored by a committee consisting of representatives from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and from the Stanislaus County Continuum of Care. The recommendation for funding was approved by the Board of Supervisors on May 5, 2015 at a public hearing. Out of the total 11,712 individuals served by the 10 agencies funded with CDBG Public Services during Fiscal Year 2015-2016, the following were served within each Stanislaus Urban County area:

**FY 2015-2016
Individuals Served by Public Services**

Ceres	2,441
Hughson	59
Newman	670
Oakdale	2,713
Patterson	676
Waterford	790
Salida	15
Empire	285
South Modesto	2,202
Keyes	930
Knights Ferry	2
Denair	13
Hickman	148
La Grange	7
Other unincorporated areas	761
Total	11,712

The following is a summary of CDBG Public Service program grantees, including their grant funds awarded and expended, their HUD issued IDIS activity number, and a brief description of what they accomplished throughout the Fiscal Year 2015-2016:

**Stanislaus Urban County Summary of Specific Annual Objectives
FY 2015-2016**

CITY OF NEWMAN

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
SL-1 Availability/Accessibility of Suitable Living Environment							
City of Newman Inyo Avenue Infrastructure Project	Address the need for infrastructure improvements in the low income residential areas of the City of Newman. Improvements will consist of the installation of curb, gutter, storm drain, sidewalks, ADA accessible curb cuts, and street repaving.	CDBG	1. Number of households with access to infrastructure improvements (35). 2. Number of residents impacted by infrastructure improvements (200*).	2015	200	0	0%
				2016			
				2017			
				2018			
				2019			
				GOAL			

CITY OF OAKDALE

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
SL-1 Availability/Accessibility of Suitable Living Environment							
City of Oakdale Davitt Avenue Infrastructure Phase II	Address the need for infrastructure improvements in the low income residential areas of the City of Oakdale. Improvements will consist of water and sewer main replacement, and installation of curb, gutter, sidewalk, ADA accessible ramps, storm drain improvements, and street repaving.	CDBG	1. Number of households with access to infrastructure improvements (48). 2. Number of residents impacted by infrastructure improvements (200*).	2015	200	200	100%
				2016			
				2017			
				2018			
				2019			
				GOAL			

CITY OF PATTERSON

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
SL-1 Availability/Accessibility of Suitable Living Environment							
City of Patterson Fifth Street Infrastructure Project	Address the need for infrastructure improvements through the replacement of water main and installation of curb, gutter, and storm drainage.	CDBG	1. Number of households with access to infrastructure improvements (90). 2. Number of residents impacted by infrastructure improvements (500*).	2015	500	0	0%
				2016			
				2017			
				2018			
				2019			
				GOAL			

Summary of Specific Annual Objectives for 2015-2016 CDBG Public Service Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
SL-1 Availability/Accessibility of Suitable Living Environment							
SL-1.1 Court Appointed Special Advocates (CASA) Direct Services	Provide case management, advocacy and legal assistance to youth in the foster care system.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of dependent youth provided coordinated case management.	Year	Goal	Met	%
				2015	20	36	180%
				2016			
				2017			
SL-1.1 Center for Human Services Ceres Partnership for Healthy Children-Parklawn	Provide case management, utility assistance, and support services to low-income families residing in the Parklawn neighborhood.	CDBG Awarded: \$20,000.00 Expended: \$19,999.91	Number of unduplicated individuals and households that receive case management and support services.	Year	Goal	Met	%
				2014	110	429	390%
				2015	20	20	100%
				2016			
SL-1.1 Center for Human Services Ceres Partnership for Healthy Children	Provide case management, utility assistance, and support services to low-income families residing in the city of Ceres and surrounding unincorporated areas.	CDBG Awarded: \$20,041.70 Expended: \$20,041.68	Number of unduplicated individuals and households that receive case management and support services.	Year	Goal	Met	%
				2015	300	224	75%
				2016			
				2017			
SL-1.1 Center for Human Services Oakdale Family Resource Center	Provide case management, utility assistance, and support services to low-income families residing in the city of Oakdale and the surrounding unincorporated areas.	CDBG Awarded: \$20,041.70 Expended: \$18,882.71	Number of unduplicated individuals and households that receive case management and support services.	Year	Goal	Met	%
				2015	500	719	144%
				2016			
				2017			
SL-1.1 Center for Human Services Westside Family Resource Center	Provide case management, utility assistance, and support services to low-income families residing in the Westside communities of Newman, Patterson, Westley, and Grayson.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of unduplicated individuals and households that receive case management and support services.	Year	Goal	Met	%
				2015	400	596	149%
				2016			
				2017			
SL-1.1 Children's Crisis Center Children's Guardian Project	Provide essential supportive services to low and moderate-income children at risk of abuse, neglect, homelessness and exploitation by providing childcare, shelter, and meals, in the Ceres area.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of unduplicated at-risk infants and pre-school aged children provided with specialized care, and support services.	Year	Goal	Met	%
				2015	58	60	103%
				2016			
				2017			
SL-1.1 Salvation Army Red Shield Tutoring & Mentoring Program	Will provide after school tutoring to low-income youth in south Modesto and surrounding areas who are in need of additional help with their homework.	CDBG Awarded: \$19,853.70 Expended: \$19,853.70	Number of unduplicated youth participating in the tutoring program.	Year	Goal	Met	%
				2015	150	173	115%
				2016			
				2017			
SL-1.1 Second Harvest Food Assistance Program	Address the demand for emergency food needs in Stanislaus County by providing different non-profit agencies throughout the county with food assistance, which in turn distribute the food to low-income families/individuals.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of unduplicated individuals receiving food assistance .	Year	Goal	Met	%
				2015	500	1,090	218%
				2016			
				2017			
SL-1.1 Second Harvest Food 4 Thought Program	Provide households with children an opportunity for healthy food in conjunction with an after school program within the Urban County.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of unduplicated children and households participating in the program.	Year	Goal	Met	%
				2015	365	402	110%
				2016			
				2017			
SL-1.1 We Care of Turlock Emergency Cold Weather Shelter	Will provide emergency shelter during the worst part of the winter and assist clients in finding jobs, obtain permanent housing, and receive assistance that will allow them to overcome the barriers causing their homelessness.	CDBG Awarded: \$20,041.70 Expended: \$20,041.70	Number of unduplicated individuals receiving shelter and resource and referral services.	Year	Goal	Met	%
				2015	127	217	171%
				2016			
				2017			
SL-1.1 Youth for Christ Central Valley Family Counseling	Will provide counseling to at-risk students in the Ceres Unified School District and other districts within the Urban County.	CDBG Awarded: \$39,580.70 Expended: \$16,512.66	Number of unduplicated youth participating in group counseling and individual sessions.	Year	Goal	Met	%
				2015	160	37	23%
				2016			
				2017			

Honorable Mayor and Members
of the Newman City Council

**A RESOLUTION AUTHORIZING THE SIGNING OF THE CERTIFICATION AND AGREEMENT OF
GOVERNMENT/GOVERNMENT-RELATED ENTITY DOCUMENT FROM UBS FINANCIAL
SERVICES INC.**

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2016- , authorizing the signing of the Certification and Agreement of Government / Government-Related Entity document from UBS Financial Services Inc.

BACKGROUND:

State and local governments that issue municipal bonds frequently rely on advisors to help them decide how and when to issue the securities and how to invest proceeds from the sales. These advisors receive fees for the services they provide. Prior to passage of the Dodd-Frank Act in 2010, municipal advisors were not required to register with the SEC like other market intermediaries. This left many municipalities relying on advice from unregulated advisors, and they were often unaware of any conflicts of interest a municipal advisor may have had.

ANALYSIS:

UBS Financial Services provides us a method to invest out idle funds. While they do handle the investment of our funds they do not act as an advisor nor do they provide us with an investment strategy. The City currently does not have any proceeds from Municipal Securities to invest. UBS Financial Services does not want to act as our investment advisor and wants the relationship between us to be clear. The document that UBS wants us to sign states:

1. That the City has no bond proceeds or escrow investments within the funds that we invested or will invest with UBS.
2. That UBS will not act as an investment advisor to the City but will provide us options for our investments.

Our City Attorney has reviewed the agreement and stated that UBS is just trying to shield themselves and that if we feel comfortable we can sign it. It appears that with this agreement UBS is desirous of making clear their role in our relationship. That roll is as an investment house and not a consultant on the management of our investments.

FISCAL IMPACT:

There are no costs associated with signing this agreement.

CONCLUSION:

Staff Recommends authorizing the City Manager and/or Finance Director to sign the Certification and Agreement of Government/Government-Related Entity Document.

ATTACHMENTS:

1. Resolution No. 2016-
2. EXHIBIT A - Certification and Agreement of Government/Government-Related Entity Document

Respectfully submitted:



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:



Michael Holland
City Manager

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE SIGNING OF THE CERTIFICATION AND AGREEMENT OF GOVERNMENT/GOVERNMENT-RELATED ENTITY DOCUMENT FROM UBS FINANCIAL SERVICES INC.

WHEREAS, the City Council of the City of Newman invests its idle funds; and

WHEREAS, a portion of our invested funds are with UBS Financial Services Inc.; and

WHEREAS, Congress passed the Dodd-Frank Act in 2010 which included Section 975 to protect municipalities from conflicted advice and unregulated advisors; and

WHEREAS, UBS Financial Services has not acted and does not desire to act as a municipal advisor to the City of Newman; and

WHEREAS, the City of Newman does not desire UBS Financial Services to provide investment advice;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Newman hereby approves the Certification and Agreement of Government/Government-Related Entity agreement, authorizes the City Manager and/or Finance Director to sign and deliver said agreement for and on behalf of the City of Newman and authorizes and directs the City Manager and/or Finance Director to act on behalf of the City of Newman to open any account, obtain services from and direct investments for the City of Newman with UBS Financial Services Inc.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13rd day of September, 2016 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk of the City of Newman

Certification and Agreement of Government/ Government-Related Entity

CGOV

Entity Name _____

This certification and agreement (Agreement) of the entity identified above (Client), based on the authorized action of its governing body, amends and supplements the provisions contained in the Client Relationship Agreement and any Investment Advisory Agreement or Consulting Services Agreement executed between Client and UBS Financial Services Inc. or UBS Financial Services Inc. of Puerto Rico as applicable (UBS) (all documents including the Agreement collectively referred to as the "UBS Agreements"). Defined terms used in this Agreement have the same meaning as in the other UBS Agreements unless otherwise defined in this Agreement.

Please review this Agreement, include the appropriate signature(s) where indicated on page 2 and return it to your Financial Advisor.

In connection with UBS's agreement to provide services to the Client according to the UBS Agreements, and after review of all federal, state and local laws and regulations applicable to the Client and its investments, and consultation with its counsel, the Client hereby represents to UBS and agrees to the following with respect to all of its UBS accounts and relationships:

Custody (Applicable only if UBS holds or will hold Client assets)

UBS is eligible to accept, deposit and custody the Client's securities and related assets, and there are no further steps that UBS must take to assure this eligibility.

UBS relationship and the Municipal Advisor Rule

The Client understands and agrees that UBS will not act as an investment advisor or a fiduciary either to the Client or for the Client's account(s) with UBS, except and to the extent agreed in a UBS investment advisory contract.

The Client also understands and agrees that UBS will not act as a municipal advisor as defined under Section 15B of the Securities Exchange Act of 1934, Rule 15Ba1 et seq. (the "Municipal Advisor Rule") to the Client and will not provide advice on investment strategies, including investing municipal bond proceeds, or advice with respect to municipal financial products, including municipal derivatives and guaranteed investment contracts. To ensure the firm does not inadvertently become a municipal advisor to you, please make one of the two representations by checking the relevant box.

I certify:

- (a) I am an official representative of the Client listed below, and am authorized to sign this certification;
- (b) I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) or arrangement that the Client has with UBS that enable me to make these representations and for the purposes of the Municipal Advisor Rule relating to the registration of municipal advisors;

No bond proceeds or escrow investments

None of the funds currently invested in or through the account(s) or arrangement that Client has with UBS, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments. I further certify that the Client will not invest any funds in or through the Firm that constitute proceeds of municipal securities or municipal escrow investments without first notifying the Firm in writing;

Have bond proceeds or escrow investments and represented by Municipal Advisor

Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are represented or will be represented by an independent registered Municipal Advisor;

Have bond proceeds or escrow investments and NOT represented by Municipal Advisor

Some or all of the funds currently invested in or through the account(s) or arrangement that Client has with the Firm, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments, and we are NOT represented and will NOT be represented by an independent registered Municipal Advisor;

This Agreement shall continue to be effective until written notice of amendment or revocation is received by UBS.

This Agreement shall continue to benefit the Client's successors and assigns, by merger, consolidation or otherwise.

Liability

The Client understands that UBS, its affiliates, and their respective directors, officer, agents and employees will rely on the accuracy of the representations made in this Certification and Agreement and will not be responsible to the Client for any losses or other damages that may arise out of any false or inaccurate representations.



Authorized persons

The individuals signing below represent and certify that the Client's governing body has:

- Approved this Agreement;
- Authorized the individuals signing below to execute and deliver this Agreement for and on behalf of the Client; and
- Authorized and directed each individual signing below to act on the Client's behalf in connection with opening the Client's account(s) with UBS, obtaining services from UBS, and in directing investments for the Client's account(s) with UBS.

Conflicts

In the event of any conflict between the terms of this Agreement and the terms of a Consulting Services Agreement, the terms of the Consulting Agreement will control. In the event of any conflict between the terms of this Agreement and any other UBS agreement, this Agreement will control.

	_____	_____
	<i>Signature</i>	<i>Print Name and Title</i>
	_____	_____
	<i>Signature</i>	<i>Print Name and Title</i>
	_____	_____
	<i>Signature</i>	<i>Print Name and Title</i>
	_____	_____
	<i>Signature</i>	<i>Print Name and Title</i>

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2016- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

BACKGROUND:

Abatement notices for property maintenance were sent to several properties in accordance with Ordinance 95-4, Chapter 2, Title 8-2-3.

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, September 12, 2016. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

This staff report is submitted for City Council consideration and possible action.

ATTACHMENTS:

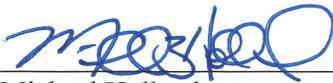
1. Resolution No. 2016- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

RESOLUTION NO. 2016-

**A RESOLUTION DECLARING THE EXISTENCE OF A PUBLIC NUISANCE UNDER
ORDINANCE NO. 95-4**

WHEREAS, the Chief of Police has reported a nuisance as outlined in Section 8-2-2 of the Newman Municipal Code located and existing upon property in the City of Newman in violation of Ordinance No. 95-4 of the City of Newman, a description of said property being attached hereto and made a part of this resolution by this reference; and,

WHEREAS, the Chief of Police caused notice to be mailed to the respective owners of the subject properties as in said Ordinance provided, said notice giving notice to abate said nuisance and setting a time and place for hearing objections to the proposed abatement; and,

WHEREAS, said hearing was held on September 13, 2016, at 7:00 p.m., as in said notice provided; and,

WHEREAS, no objections to the proposed abatement were received at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that said City Council of the City of Newman finds that a condition exists with regard to the properties in said City which is dangerous to life, limb and property, and to the public health, safety and morals, in that weeds, rubbish, dirt and rank growth are growing, located and existing upon said property in violation of the provisions of Ordinance No. 95-4 of the City of Newman, which endangers and may injure neighboring property and endangers and injures the welfare of residents in the vicinity of said property, and which is a fire hazard; that a description of said properties is attached hereto and made a part of this resolution by this reference.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of September, 2016 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk

City of Newman
Abatement list

1. 1121 N St.

Insulation, debris, deceased pigeons, and pigeon droppings throughout property.

2. 1284 Duck Blind Cir.

Overgrown grass and shrubs throughout front yard.

3. 550 Bonanza Dr.

Tall weeds on side yard.

4. 925 Fig Ln.

Tall weeds throughout property.

5. 1930 N St.

Tall weeds in front and side of parking lot.

6. 1561 Canyon Creek Dr.

Tall weeds in front yard.















CANVASBACK CT 1200

WUC B

STOP

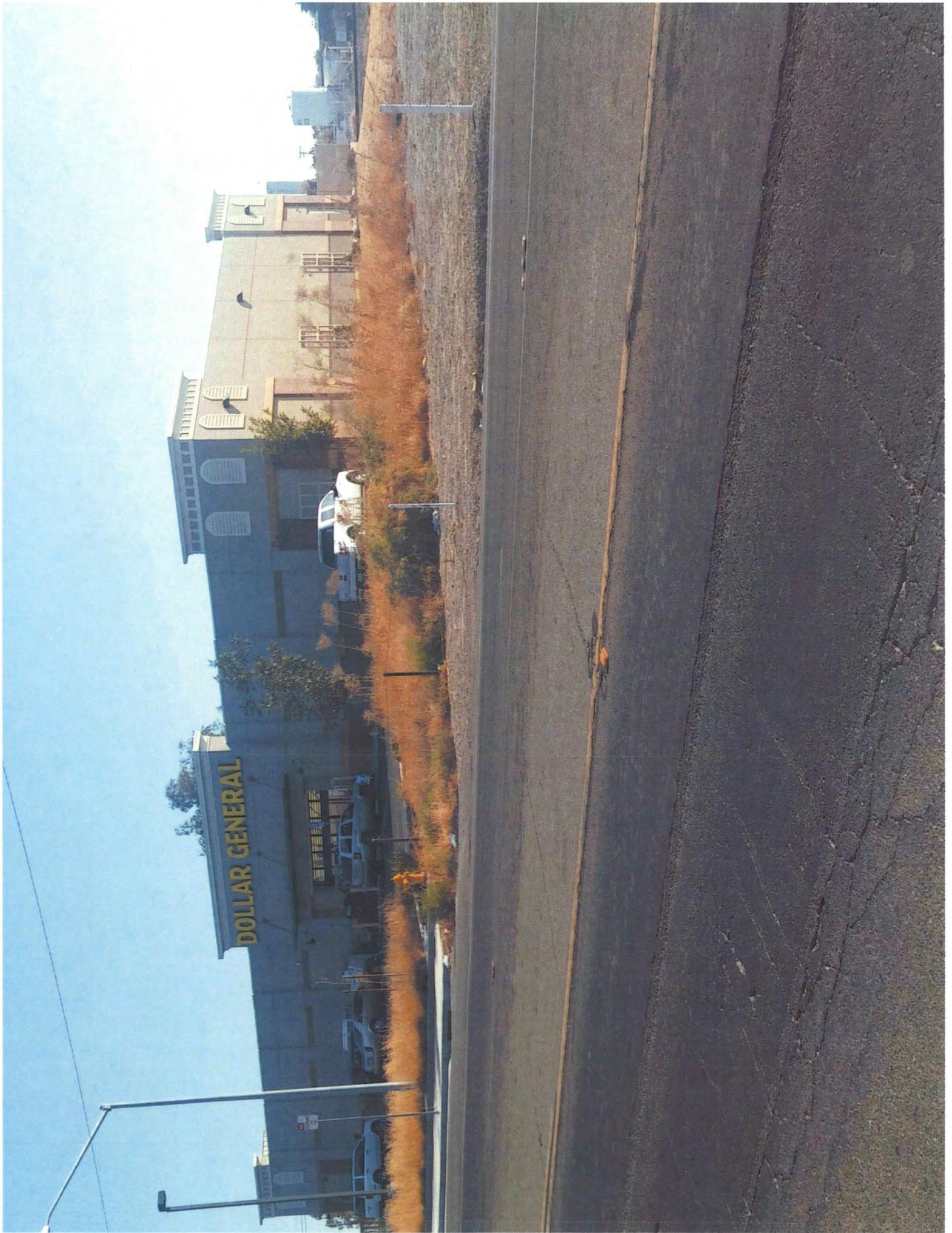
















Honorable Mayor and Members
of the Newman City Council

**ADOPT RESOLUTION NO. 2016-, AUTHORIZING THE CITY MANAGER AND THE
DIRECTOR OF PUBLIC WORKS TO EXECUTE AGENCY-STATE MASTER AGREEMENT
AND PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE PURCHASE OF A
CNG STREET SWEEPER**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2016- , authorizing the City Manager and the Director of Public Works to execute Agency-State Master Agreement and Program Supplement Agreement with Caltrans for the purchase of a CNG street sweeper.

BACKGROUND:

The City of Newman was successful in receiving Congestion Mitigation Air Quality (CMAQ) funding in the amount of \$350,000 for the purchase of a Compressed Natural Gas (CNG) street sweeper. Through this purchase, the City will obtain the ability to provide more consistent and efficient street sweeping services to the community.

ANALYSIS:

As part of the approval process for funding through Caltrans for various projects, they require approval from City Council to authorize the City Manager and the Director of Public Works to sign master agreements, program supplement agreements and other statements for funding. Authorizing the City Manager and the Director of Public Works to sign these documents will help to ensure projects meet the required time line for funding.

FISCAL IMPACT:

There is no fiscal impact to the City of Newman for grant. It is 100% funding and requires no local match.

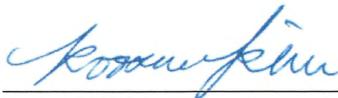
CONCLUSION:

The City of Newman receives funding through Caltrans for various projects throughout the City. As part of the approval process, Caltrans requires authorization from City Council for the City Manager and the Director of Public Works to sign specific documents related to the projects in order to secure the funding. Therefore, staff is recommending City Council adopt Resolution No. 2016- , authorizing the City Manager and the Director of Public Works to execute Agency-State Master Agreement and Program Supplement Agreement with Caltrans for the purchase of a CNG street sweeper.

ATTACHMENTS:

1. Resolution No. 2016-
2. Agency-State Master Agreement and Program Supplement Agreement: Project No. CML-5172(025)

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2016-

AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGENCY-STATE MASTER AGREEMENT AND PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE PURCHASE OF A CNG STREET SWEEPER

WHEREAS, the City of Newman was successful in receiving Congestion Mitigation Air Quality (CMAQ) funding in the amount of \$350,000 for the purchase of a Compressed Natural Gas (CNG) street sweeper (CML-5172(025)); and

WHEREAS, Caltrans requires certain master agreements, documents, assurances and statements signed in a timely manner by an Administering Agency Representative to receive funding;

WHEREAS, the City of Newman wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager and the Director of Public Works to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman does hereby authorize the City Manager and the Director of Public Works to execute all agreements and any amendments thereto with the California Department of Transportation therewith for and on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of September, 2016 by Council Member _____, who moved its adoption which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Bob Martina, Mayor

Attest:

Mike Maier, City Clerk

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

10 City of Newman

ATTACHMENT 2

District Administering Agency

Agreement No. 10-5172F15

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

RECITALS:

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

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

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

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

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

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

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

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

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

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

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

ARTICLE III - MAINTENANCE AND MANAGEMENT

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

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

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

ARTICLE IV - FISCAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

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

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

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

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

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

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

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

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

ARTICLE VII - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of Newman

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

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

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

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

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

5. Remedies for Willful Violation:

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

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

EXHIBIT B

NONDISCRIMINATION ASSURANCES

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

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

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

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

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

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

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

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

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

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

Appendix C;

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

Appendix D;

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

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

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

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

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

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

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

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

APPENDIX A TO EXHIBIT B

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

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

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

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

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

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

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

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

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

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

APPENDIX C TO EXHIBIT B

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO EXHIBIT B

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

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

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

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

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

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

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

(Include in deeds)*

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

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

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.

3. In accordance with the Final Guidance on the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, as described in VII.D.12 of the Federal Register / Vol. 73, No. 203 / Monday, October 20, 2008 / Notices, documentation to verify retirement of the equipment being replaced will be provided by the ADMINISTERING AGENCY to the Caltrans District Local Assistance Engineer (DLAE) as an attachment to the Final Report of Expenditures.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.b.**
City Council Meeting
of September 13, 2016

**ADOPT RESOLUTION NO. 2016-, AUTHORIZING THE CITY MANAGER AND THE
DIRECTOR OF PUBLIC WORKS TO EXECUTE AGENCY-STATE PROGRAM SUPPLEMENT
AGREEMENT WITH CALTRANS FOR THE INYO AVENUE AND CANAL SCHOOL ROAD
INTERSECTION REHABILITATION PROJECT**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2016- , authorizing the City Manager and the Director of Public Works to execute Agency-State Program Supplement Agreement with Caltrans for the Inyo Avenue and Canal School Road Intersection Rehabilitation Project.

BACKGROUND:

Public Works Department manages the resurfacing and reconstruction of City streets by surveying streets throughout the City and rating them based on the condition of the asphalt. A priority list of streets in need of rehabilitation has been assembled based on the City's Pavement Management Program Report and input from the City's Street Maintenance staff.

Currently, the City of Newman is eligible to receive Regional Surface Transportation Program (RSTP) funding for the Inyo Avenue and Canal School Road Intersection Rehabilitation Project – Design Phase from Caltrans for Federal Fiscal Year 15/16. Said project is eligible for \$125,000.00 in funding without local match. The proposed project involves Plans, Specifications and Estimates (PS&E) for removing existing pavement, placing roadway base and new asphalt concrete, and providing new traffic markings and striping.

ANALYSIS:

As part of the approval process for funding through Caltrans, they require approval from City Council to authorize the City Manager and the Director of Public Works to sign all agreements and other statements for funding. Authorizing the City Manager and the Director of Public Works to sign these documents will help to ensure projects meet the required time line for funding.

FISCAL IMPACT:

There is no fiscal impact to the City of Newman for grant. It is 100% funding and requires no local match.

CONCLUSION:

As part of the grant approval process, Caltrans requires authorization from City Council for the City Manager and the Director of Public Works to sign specific documents related to the projects in order to secure the funding. Therefore, staff is recommending City Council adopt Resolution No. 2016- , authorizing the City Manager and the Director of Public Works to execute Agency-State all agreements with Caltrans for the Inyo Avenue and Canal School Road Intersection Rehabilitation Project.

ATTACHMENTS:

1. Resolution No. 2016-
2. Agency-State Program Supplement Agreement: Project No. STPL-5172(026)
3. Exhibit for Project Site

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2016-

AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGENCY-STATE PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE INYO AVENUE AND CANAL SCHOOL ROAD INTERSECTION REHABILITATION PROJECT

WHEREAS, the City of Newman is eligible to receive Regional Surface Transportation Program (RSTP) funding for the Inyo Avenue and Canal School Road Intersection Rehabilitation Project (STPL-5172(026)) – Design Phase from Caltrans for Federal Fiscal Year 15/16; and

WHEREAS, said project is eligible for \$125,000.00 in funding without local match; and

WHEREAS, the proposed project involves Plans, Specifications and Estimates (PS&E) for removing existing pavement, placing roadway base and new asphalt concrete, and providing new traffic markings and striping; and

WHEREAS, Caltrans requires certain master agreements, documents, assurances and statements signed in a timely manner by an Administering Agency Representative to receive funding; and

WHEREAS, the City of Newman wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager and the Director of Public Works to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman does hereby authorize the City Manager and the Director of Public Works to execute all agreements and any amendments thereto with the California Department of Transportation therewith for and on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of September, 2016 by Council Member _____, who moved its adoption which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Bob Martina, Mayor

Attest:

Mike Maier, City Clerk

ATTACHMENT 2

PROGRAM SUPPLEMENT NO. F014
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5172F15

Adv Project ID **Date:** July 28, 2016
1016000233 **Location:** 10-STA-0-NEWM
Project Number: STPL-5172(026)
E.A. Number:
Locode: 5172

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

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

PROJECT LOCATION:

Canal School Rd between Inyo Ave and Bonanza Drive, and Inyo Ave from the intersection with Canal School Rd to 610 feet east of intersection

TYPE OF WORK: Asphalt Concrete Overlay

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		OTHER
	L240	\$125,000.00	LOCAL		
\$125,000.00			\$0.00		\$0.00

CITY OF NEWMAN

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Ronjane Jane Chyn **Date** 8/11/2016 \$125,000.00

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.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

ATTACHMENT 3



GOUVEIA ENGINEERING, INC.
CONSULTING ENGINEERS

456 Sixth Street • Gustine, California 95322
Telephone (209) 854-3300 • Fax (209) 854-3600

City of Newman
Inyo/Canal School Intersection Improvements
Project Working Map

EXHIBIT

1

DRAWN BY
D. Reed
DATE 10/14/15
PROJECT NUMBER
545.07

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH
DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR VOLUNTEER FIRE ASSISTANCE
(VFA) GRANT FUNDING**

RECOMMENDATION:

Adopt Resolution No. 2016- , Authorizing the City Manager or designee to execute an agreement with the Department of Forestry and Fire Protection for Volunteer Fire Assistance (VFA) grant funding.

BACKGROUND:

The Volunteer Fire Assistance (VFA) Program is a Federally funded grant program that allows California to provide local and rural fire departments with funding for minor firefighting, training, communications, and safety equipment. The VFA Program is not intended for major equipment or capital repairs. The VFA Program has a 50/50 match requirement, which means that the City of Newman Fire Department (NFD) must be able to meet the intended grant award, dollar for dollar. On April 28th, NFD applied for and was subsequently awarded the VFA grant funding to meet National Fire Protection Association (NFPA) minimum standards. Meeting this standard increases the Department's ability to apply for grants in future years to support other departmental needs.

ANALYSIS:

NFD is an all risk fire department that requires specialized fire protective equipment. A portion of this equipment is Urban Wildland Fire Fighting clothing. The Urban Wildland Fire Fighting protective clothing used by NFD is approaching its lifespan of 10 years. Therefore, NFD will need to replace the protective clothing for all Department staff. With the award through VFA, a 50/50 match is provided and would increase NFD's purchasing power as well as achieving the industry standard set by NFPA 1977, "*Standard on Protective Clothing and Equipment for Wildland Fire Fighting*".

FISCAL IMPACT:

Participation in the VFA would be a positive deflection for the budgeted items in FY 2016-2017. The City would be reimbursed from the grant for fifty percent (50%) of all purchases through the VFA. The funding awarded through VFA is \$9,629.90. Therefore, the total project cost would not exceed \$19,259.80.

The required funds have already been budgeted for the 2016-2017 fiscal year. NFD also participates in a resource share agreement with the West Stanislaus County Fire Protection District, which would further assist in reducing required costs through reimbursement.

CONCLUSION:

The Newman Fire Department has a need to replace obsolete fire protective clothing and equipment. Through the VFA Grant there is an opportunity to reduce product cost. The replacement of the aforementioned fire protective clothing will also allow the Department to participate in future VFA funding, as it will meet the minimum requirements by becoming NFPA 1977 compliant.

Therefore, staff recommends that the City Council adopt Resolution 2016- , Authorizing the City Manager or designee to execute an agreement with the Department of Forestry and Fire Protection for Volunteer Assistance (VFA) Grant Funding.

ATTACHMENTS:

1. Resolution 2016-
2. 2016 VFA Grant Agreement 7FG16081
3. 2016 VFA Award Letter

Respectfully submitted,



Keith Bowen
Fire Chief

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR VOLUNTEER FIRE ASSISTANCE (VFA) GRANT FUNDING

WHEREAS, the City of Newman is eligible to receive State/Federal funding for specialized fire protective equipment; and

WHEREAS, an agreement must be executed to provide a 50/50 match in funding to the city; and

WHEREAS, the fire department will purchase fire protective equipment to meet standards set by National Fire Protection Association standard 1977; and

WHEREAS, the funding will total no more than \$19,259.80 as 50% would be \$9,629.90; and

WHEREAS, the City of Newman wishes to delegate authorization to execute these agreements or any amendments thereto;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Newman, authorizing the City Manager, or designee, to execute all VFA Grant Agreements and any amendments thereto with the Department of Forestry and Fire Protection.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 23rd day of August, 2016 by Council Member _____, who moved its adoption which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and City of Newman Fire Department

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

84. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2016 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2016 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$9,629.90** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2017.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2017 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

LOCAL AGENCY: City Of Newman Fire Department
1162 N Street
Newman, CA 95360
Attention: Keith Bowen
Telephone Number(s): 209-862-1716 or 209-678-0357
FAX Number: 209-862-3525
E-mail kbowen@cityofnewman.com

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649
FAX (916) 653-8957

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT**: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES**: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION**: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. **DRUG-FREE WORKPLACE REQUIREMENTS**: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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- 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2017.**
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Printed Name

Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.

**Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$9,629.90	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal	Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor #				
TOTAL AMOUNT ENCUMBERED TO DATE \$9,629.90	ITEM 3540-001-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17	
OBJECT OF EXPENDITURE (CODE AND TITLE) 16-9214-418.99-92691		T.B.A. NO.		B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X		DATE			

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov
(916) 653-7772



July 13, 2016

Newman Volunteer Fire Department
1162 N Street
Newman, CA 95360
ATTN: Keith Bowen

Dear Fire Chief Keith Bowen,

Congratulations! Newman Volunteer Fire Department's 2016 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$9,629.90. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG16081 package to be completed and **returned to me no later than December 1, 2016** or the award will be forfeited. The package includes Instructions/Checklist, your department's VFA Agreement to be completed, your approved VFA award application, a copy of the CAL FIRE Board of Resolution template (if needed), the STD. 204 form with sample and the AD 1048 forms with sample. It is important that you read and follow the instructions carefully.

DO NOT purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to allocate the funds to another fire department.

Utilize the 2016 VFA Procedural Guide for important dates and instructions.

If you have any questions you may call me at (916) 653-3649 or email at Megan.Esfandiary@fire.ca.gov.

Sincerely,

Megan Esfandiary
Grant Analyst
Grants Management Unit