

YREKA CITY COUNCIL
AGENDA

July 21, 2016 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

The full agenda packet can be found on the City's website www.ci.yreka.ca.us/council

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS: This is the time for public comments. Council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. If you are here to make comments on a specific agenda item, you may speak at that time. If not, this is the time. Please limit your remarks to 5 minutes.

SPEAKERS: Please speak from the podium. State your name and mailing address so that City Staff can respond to you in regard to your comments, or provide you with information, if appropriate. You are not required to state your name and address if you do not desire to do so.

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval/ratification of payments issued from July 8 through July 21, 2016.
 - b. Approval of Minutes of the meeting held July 7, 2016.
2. Update on Siskiyou County Courthouse.
3. Discussion/Possible Action – Adopt Resolution authorizing the City to accept Federal-aid funds, execute funding agreements, and designating representatives to sign related documents (Caltrans).
4. Discussion/Possible Action – Adopt Ordinance of the City of Yreka amending Section 1.24.010 (“Regular Meetings”) of the Yreka Municipal Code to change and fix the place of City Council meetings and amending Section 8.08.130 to omit any reference to gutters in Yreka’s Dog Nuisance Ordinance.

City Manager Report

Update on Sizzlin September Car Show.

Council Statements and Requests: Members of the Council may make brief announcements, reports, or request staff to report to Council on any matter at a subsequent meeting.

CLOSED SESSION:

1. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 1 - The names of the parties are not disclosed, as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

RETURN TO OPEN SESSION: Announcement of any action taken by the City Council in Closed Session required by the Ralph M. Brown Act. (Government Code Section 54950 et. seq.)

Adjournment.

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

All documents produced by the City which are related to an open session agenda item and distributed to the City Council are made available for public inspection in the City Clerk's Office during normal business hours.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 841-2324 or by notifying the Clerk at casson@ci.yreka.ca.us.

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 07/09/2016 - 9:15AM
 Batch: 00003.07.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2217 1413	TIMOTHY ASELTINE INV 1413 - JUNE 2016	135.00	06/30/2016	01-200-0000-520-001	Check Sequence: 1 ACH Enabled: False
	Check Total:	135.00			
Vendor: 1591 9117828 6/16	AT&T 530 911-7828 614 4 6/16	199.56	06/30/2016	01-200-0000-517-000	Check Sequence: 2 ACH Enabled: False
	Check Total:	199.56			
Vendor: 1024 223766 7-9/16	BAY ALARM COMPANY ACCT 223766 7-9/16	572.22	07/08/2016	01-200-0000-517-004	Check Sequence: 3 ACH Enabled: False
	Check Total:	572.22			
Vendor: 1041 07/08/16	RON BLACK JULY 2016	689.50	07/08/2016	01-200-0000-521-004	Check Sequence: 4 ACH Enabled: False
	Check Total:	689.50			
Vendor: 2180 1469	BRAY & ASSOCIATES INV 1469 - ENDINEERING/PLANS FOR CITY	1,182.50	06/30/2016	01-370-0000-521-000	Check Sequence: 5 ACH Enabled: False
	Check Total:	1,182.50			
Vendor: 2377 86363	CAMPORA INC INV 86363 - INSTALL GAS LINE	470.00	06/30/2016	01-210-0000-421-000	Check Sequence: 6 ACH Enabled: False
	Check Total:	470.00			
Vendor: 3050 47890125 47890125 47890125	CHEVRON & TEXACO CARD SERVICES INV 47890125 INV 47890125 INV 47890125	16.82 16.81 86.46	06/30/2016 06/30/2016 06/30/2016	70-500-0000-513-000 80-550-0000-513-000 01-200-0000-520-310	Check Sequence: 7 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	120.09			
Vendor: 1073 2888781	COASTWIDE LABORATORIES INC INV 2888781 - ENMOTION TOWELS	117.95	06/30/2016	Check Sequence: 8 01-200-0000-516-001	ACH Enabled: False
	Check Total:	117.95			
Vendor: 1076 07/08/16	COLLIERS INTERPRETIVE BILLBOARD 2016-2017	3,000.00	07/08/2016	Check Sequence: 9 01-090-0000-561-016	ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 1077 67533 67689 67802 67815	COMPUTER LOGISTICS CORPORATION INV 67533 - BARRACUDA INV 67689 - DOMAIN NAME INV 67802 - MONTHLY CONTRACT INV 67815 - CLOUD	899.00 20.00 1,666.67 144.00	07/08/2016 07/08/2016 07/08/2016 07/08/2016	Check Sequence: 10 01-200-0000-517-000 01-200-0000-517-000 01-200-0000-525-001 01-200-0000-517-000	ACH Enabled: False
	Check Total:	2,729.67			
Vendor: 1094 16/17 DUES	CPOA RENEW 16/17 DUES	145.00	07/08/2016	Check Sequence: 11 01-200-0000-511-000	ACH Enabled: False
	Check Total:	145.00			
Vendor: 1093 71502 71502	DATA TICKET INC INV 71502 - MAY 2016 INV 71502 - MAY 2016	150.00 -10.00	06/30/2016 06/30/2016	Check Sequence: 12 24-200-0000-526-005 24-000-0000-825-000	ACH Enabled: False
	Check Total:	140.00			
Vendor: 1107 0354090 7/16	DISH NETWORK 8255707080354090 7/16	72.67	07/08/2016	Check Sequence: 13 01-200-0000-517-000	ACH Enabled: False
	Check Total:	72.67			
Vendor: 1912 203545 203685 203722 204799 204817 204889 204937	G & G HARDWARE (FALL CREEK) INV 203545 - MURIATIC ACID (3) QTS. FOR INV 203685 - BIT, ELBOW, & FASTENERS FC INV 203722 - GORILLA TAPE FOR FALLCRE INV 204799 - SCH. 80 UNION, CHECK VALV INV 204817 - HOUSEHOLD DRAIN LYE (4) 1 INV 204889 - SCREWDRIVER SET, WIRE ST. INV 204937 - HOSE ADAPTER, BUSHING, N	16.09 6.69 27.93 74.07 19.31 35.15 24.68	06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016 06/30/2016	Check Sequence: 14 70-510-0000-420-000 70-510-0000-420-000 70-510-0000-420-000 70-510-0000-420-000 70-510-0000-420-000 70-510-0000-420-000 70-510-0000-420-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
205039	INV 205039 - BUSHING & ADAPTER FOR FA	5.35	06/30/2016	70-510-0000-420-000	
205103	INV 205103 - HEAT, TAPE, & TERM OFFSET	18.24	06/30/2016	70-510-0000-420-000	
205123	INV 205123 - POWER INSERT BIT FOR FALL	3.75	06/30/2016	70-510-0000-420-000	
	Check Total:	231.26			
Vendor: 2142	DOHN HENION			Check Sequence: 15	ACH Enabled: False
07/01/16	JUNE 2016	3,765.38	06/30/2016	01-010-0000-525-000	
07/01/16	JUNE 2016	567.39	06/30/2016	01-040-0000-525-000	
07/01/16	JUNE 2016	-2,500.00	06/30/2016	01-040-0000-525-001	
07/01/16	JUNE 2016	38.69	06/30/2016	01-200-0000-525-000	
07/01/16	JUNE 2016	51.58	06/30/2016	20-300-0000-525-000	
07/01/16	JUNE 2016	425.55	06/30/2016	70-510-0000-525-008	
07/01/16	JUNE 2016	1,005.81	06/30/2016	80-300-0000-525-000	
	Check Total:	3,354.40			
Vendor: 2142	DOHN HENION			Check Sequence: 16	ACH Enabled: False
07/08/16	JULY 2016	1,250.00	07/08/2016	01-040-0000-525-001	
	Check Total:	1,250.00			
Vendor: 1395	WILLIAM KNOPF			Check Sequence: 17	ACH Enabled: False
16009	INV 16009	900.00	07/08/2016	01-200-0000-525-001	
	Check Total:	900.00			
Vendor: 1400	MADRONE HOSPICE			Check Sequence: 18	ACH Enabled: False
07/08/16	JULY 2016	6,250.00	07/08/2016	01-090-0000-560-004	
	Check Total:	6,250.00			
Vendor: 1220	MAILFINANCE			Check Sequence: 19	ACH Enabled: False
N6008172	INV N6008172	268.49	07/08/2016	01-030-0000-526-000	
	Check Total:	268.49			
Vendor: 2389	MIKE & WANDA'S RESTAURANT			Check Sequence: 20	ACH Enabled: False
07/13/16	07/13/16 LOLA MEETING	90.00	07/08/2016	01-010-0000-512-000	
	Check Total:	90.00			
Vendor: 1215	MUNNELL & SHERRILL			Check Sequence: 21	ACH Enabled: False
182252	INV 182252 - LIL POCKET WORK LIGHT TO	20.16	06/30/2016	70-510-0000-422-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20.16			
Vendor: 1237 2182351	OLIN CORP - CHLOR ALKALI INV 2182351 - 4,818 LBS. SODIUM HYPOCH	4,972.18	06/30/2016	Check Sequence: 22 80-560-0000-416-002	ACH Enabled: False
	Check Total:	4,972.18			
Vendor: 17014 7003459	QUILL CORPORATION INV 7003459 - PAPER TOWLES FOR SERVIC	270.82	06/30/2016	Check Sequence: 23 01-370-0000-516-001	ACH Enabled: False
	Check Total:	270.82			
Vendor: 1283 07/08/16	SC ECONOMIC DEVELOPMENT COUNCIL JULY 2016	3,333.33	07/08/2016	Check Sequence: 24 01-090-0000-560-001	ACH Enabled: False
	Check Total:	3,333.33			
Vendor: 1729 07/05/16	LINDA SCHAMEL INV 07/05/16	90.00	07/08/2016	Check Sequence: 25 01-470-0000-525-000	ACH Enabled: False
	Check Total:	90.00			
Vendor: 19100 8663	SISKIYOU DAILY NEWS NEWS #8663	143.74	06/30/2016	Check Sequence: 26 01-020-0000-519-000	ACH Enabled: False
	Check Total:	143.74			
Vendor: 2042 07/08/16	SISKIYOU MEDIA COUNCIL JULY - SEPTEMBER 2016	1,450.00	07/08/2016	Check Sequence: 27 01-090-0000-560-003	ACH Enabled: False
	Check Total:	1,450.00			
Vendor: 2346 7E67F699 806E6FC0	SPEAKWRITE LLC INV 7E67F699 - JUNE 2016 INV 806E6FC0 - MAY 2016	433.69 348.78	06/30/2016 06/30/2016	Check Sequence: 28 01-200-0000-525-000 01-200-0000-525-000	ACH Enabled: False
	Check Total:	782.47			
Vendor: 1333 46948	STEINHOFF HEAVY EQUIPMENT & REPAIR INV 46948 - MUD FLAP FOR WWTP	15.40	06/30/2016	Check Sequence: 29 80-560-0000-416-000	ACH Enabled: False
	Check Total:	15.40			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 30	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
002022 6/16	1638-002022 9/16	8.00	06/30/2016	01-210-0000-518-002	
002535 6/16	1638-002535 6/16	43.45	06/30/2016	01-020-0000-518-002	
002543 6/16	1638-002543 6/16	52.56	06/30/2016	01-470-0000-518-002	
002551 6/16	1638-002551 6/16	856.20	06/30/2016	01-480-0000-518-002	
010421 6/16	1638-010421 6/16	72.71	06/30/2016	01-210-0000-518-002	
	Check Total:	1,032.92			
Vendor: 1231	TRANSUNION RISK & ALTERNATIVE			Check Sequence: 31	ACH Enabled: False
JUNE 2016	JUNE 2016 CONTRACT	140.75	06/30/2016	01-200-0000-516-000	
	Check Total:	140.75			
Vendor: 1353	USA BLUE BOOK			Check Sequence: 32	ACH Enabled: False
978870	INV 978870 - FILTER ELEMENT PAPER FOR	257.79	06/30/2016	80-560-0000-420-003	
981799	INV 981799 - FLEX-A-PRENE TUBING FOR 1	266.94	06/30/2016	70-510-0000-420-000	
981826	INV 981826 - A3PUMP HEAD KIT ROLLER A	189.21	06/30/2016	70-510-0000-420-000	
988569	CM 988569 - SHIPPING CREDIT	-50.62	06/30/2016	70-510-0000-420-000	
	Check Total:	663.32			
Vendor: 25090	USPS			Check Sequence: 33	ACH Enabled: False
07/08/16	JULY 2016	1,400.00	07/08/2016	70-030-0000-515-001	
	Check Total:	1,400.00			
Vendor: 4185	VERIZON WIRELESS			Check Sequence: 34	ACH Enabled: False
9767469193	INV 9767469193	38.01	06/30/2016	01-030-0000-517-000	
9767469193	INV 9767469193	11.83	06/30/2016	01-080-0000-517-000	
9767469193	INV 9767469193	38.01	06/30/2016	01-150-0000-517-000	
9767469193	INV 9767469193	-94.29	06/30/2016	01-210-0000-517-000	
9767469193	INV 9767469193	38.01	06/30/2016	01-220-0000-517-000	
9767469193	INV 9767469193	38.01	06/30/2016	01-230-0000-517-000	
9767469193	INV 9767469193	383.47	06/30/2016	01-300-0000-517-000	
9767469193	INV 9767469193	53.77	06/30/2016	01-350-0000-517-000	
9767469193	INV 9767469193	1.32	06/30/2016	01-370-0000-517-000	
9767469193	INV 9767469193	29.58	06/30/2016	01-400-0000-517-000	
9767469193	INV 9767469193	25.97	06/30/2016	20-310-0000-517-000	
9767469193	INV 9767469193	4.59	06/30/2016	20-390-0000-517-000	
9767469193	INV 9767469193	9.18	06/30/2016	24-320-0000-517-000	
9767469193	INV 9767469193	60.14	06/30/2016	70-500-0000-517-000	
9767469193	INV 9767469193	102.14	06/30/2016	70-510-0000-517-000	
9767469193	INV 9767469193	114.03	06/30/2016	70-510-0000-517-001	
9767469193	INV 9767469193	18.36	06/30/2016	80-550-0000-517-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9767469193	INV 9767469193	161.31	06/30/2016	80-560-0000-517-000	
	Check Total:	1,033.44			
Vendor: 23040	WELDON'S TIRE SERVICE			Check Sequence: 35	ACH Enabled: False
40891	INV 40891 - SPARE TIRES & WHEELS #502	322.50	06/30/2016	01-350-0000-520-200	
40917	INV 40917 - TIRES #284	648.26	06/30/2016	01-350-0000-520-200	
40928	INV 40928 - MOUNT AND DISMT TIRES #33	120.00	06/30/2016	01-350-0000-520-000	
40959	INV 40959 - TIRES & TUBES #411	2,312.23	06/30/2016	01-350-0000-520-200	
40977	INV 40977 - FLAT REPAIR #297	15.00	06/30/2016	01-350-0000-520-000	
	Check Total:	3,417.99			
Vendor: 1374	YREKA CHAMBER OF COMMERCE			Check Sequence: 36	ACH Enabled: False
07/08/16	JULY 2016	4,750.00	07/08/2016	01-090-0000-560-000	
	Check Total:	4,750.00			
Vendor: 1770	YREKA MACHINE WORKS INC			Check Sequence: 37	ACH Enabled: False
008624	INV 008624 - GALV. PIPE FOR FALLCREEK 1	698.75	06/30/2016	70-510-0000-420-000	
	Check Total:	698.75			
	Total for Check Run:	46,133.58			
	Total of Number of Checks:	37			

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON JULY 7, 2016

On the 7th day of July 2016, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Deborah Baird, Joan Smith Freeman, John Mercier and David Simmen Absent - None.

Mayor Mercier announced that the closed session has been pulled from the agenda.

Consent Calendar: Mayor Mercier announced that all matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item:

- a. Approval/ratification of payments issued from June 17 through July 7, 2016.
- b. Approval of Minutes of the meeting held June 16, 2016.
- c. Adopt Resolution approving requests associated with special events known as the Yreka High School District 2016 Cross Country Meets.

Councilmember Freeman requested that item 1c be pulled for discussion.

Following Council discussion, Councilmember Simmen moved to approve items 1 a & b on the consent calendar as submitted.

Councilmember Freeman seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen. Mayor Mercier thereupon declared the motion carried.

Adopt Resolution approving requests associated with special events known as the Yreka High School District 2016 Cross Country Meets.

Following Council discussion, Councilmember Freeman moved to adopt the Resolution as submitted.

Councilmember Simmen seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen. Mayor Mercier thereupon declared the motion carried.

PUBLIC HEARING: Discussion and Possible Action to:

- 1) Adopt Resolution of the City Council of the City of Yreka, calling and giving notice of the submission to the qualified electors of the City of Yreka, of a certain measure relating to a proposed Ordinance imposing a one-half cent transactions and use (sales) tax or general purposes, giving notice, and requesting consolidation of an election to be held on November 8, 2016, and finding that the Measure is not subject to CEQA.
- 2) Waive Reading of the body of the Ordinance in full and read by title only and move to adopt the Ordinance subject to the approval of a majority of the electors voting at the election.
- 3) Direct the City Attorney to prepare an Impartial Analysis for the measure.

City Manager Steve Baker reported that the City faces continuing financial difficulties providing for basic services such as public safety and streets. The revenue from the proposed tax measure would provide sustainable funding needed to address multiple city issues.

The City's streets are deteriorating and require approximately \$18-20 million to bring and keep them up to standard. State gas tax funds are declining, both in the local funds that can be used on all streets for repair as well as the Surface Transportation Improvement Program funds that can be used to fix the City's arterials.

The police force also faces challenges. Recent changes in state law that force convicted criminals back to the County for incarceration have resulted in an overcrowded jail. Criminal activity and calls for service are increasing while the police force remains below its staffing levels of only a few years ago. Arrestees are often getting out the same day, providing little in the way of consequence for criminal activity. Finding qualified police officers continues to be a challenge. And, a new police station is needed to replace the deteriorating 100-year-old facility.

In addition, the City's other facilities (other than those funded through enterprise funds), such as City Hall, Community Center and Theater, the Fire Hall, parks facilities and other public buildings also have deferred maintenance that will require significant resources to keep these facilities usable and in good condition.

Since 2008, City staff has declined more than 20%, with most of those cuts at the management level. The City partners with non-profit agencies to provide services that otherwise the City could not afford to do so such as the Madrone Hospice operating the City's senior programs and Yreka Splash keeping open the City's aging pool. The City has also streamlined processes, allowing customers to make water/sewer bill payments on line. The streetlights have been changed to LED lighting, saving tens of thousands per year. The City Council and staff have worked together to keep costs as low as possible, but the service needs and deferred maintenance continue to outstrip revenues even in the current economy.

California State Law authorizes cities to seek voter approval of transaction and use taxes in multiples of 0.125 percent so long as the combined transaction and use taxes do not exceed two percent. It is estimated that non-City residents generate a majority of Yreka sales tax revenues. The proposed measure will provide annual revenues of approximately \$950,000 in fiscal year 2017/18. The revenue will be placed in the general fund to be used to fund essential City services such as: improving law enforcement response to violent crimes, burglaries and property offenses; repairing potholes and streets; and maintaining the Yreka's long-term financial stability. All funds will stay local and none will go to Sacramento. The funds will be subject to the city's annual audits.

Director of Public Works, Matt Bray, gave a presentation regarding the rapid decline of the City's street infrastructure and the estimated cost to maintain, repair, and reconstruct the existing 52 miles of paved streets within the City.

Finance Director, Rhett Hogan, gave a presentation regarding the budgetary shortfall, the strategies the City has used to address the anticipated shortfalls since 2011, and an explanation of

the City's general fund revenue sources, noting that the City currently receives only 1 penny from each dollar of sales tax generated.

This being the time and date scheduled for the public hearing, Mayor Mercier opened the public hearing to the audience.

Alex Kwasnikow asked if the City had considered using volunteers to help with maintenance of parks.

Director of Public Works Bray reported that we have many individual volunteers and groups that currently help the city with various parks projects, stating, "We love our volunteers and we are always looking for more".

Catherine Gilbert asked how much revenue this measure would generate, and how much of that revenue would be from locals versus out of town people and tourists.

City Manager Baker stated that it is anticipated that this measure would generate approximately \$950,000 annually, and it is estimated that non-City residents would pay at least 50% of this tax.

Claudia East, Craig Mommer, and Phil Porter addressed the Council as proponents of the tax measure stressing a need to inform and educate the public.

There being no further statements from the audience, Mayor Mercier closed the Public Hearing and opened discussion to the Council.

Following the reading of the title of the Resolution and Ordinance, and Council discussion, Councilmember Freeman moved to adopt Resolution #2016-36 as submitted; waive the reading of the body of the Ordinance and adopt the Ordinance as submitted subject to the approval of a majority of the electors voting at the November 8, 2016 election; and direct the City Attorney to prepare an Impartial Analysis for the measure.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen.

Mayor Mercier thereupon declared the motion carried.

Introduce an Ordinance of the City of Yreka amending Section 1.24.010 ("Regular Meetings") of the Yreka Municipal Code to change and fix the place of City Council meetings and amending Section 8.08.130 to omit any reference to gutters in Yreka's Dog Nuisance Ordinance.

Following the reading of the title of the Ordinance and Council discussion, Councilmember Baird moved to waive the reading of the body of the Ordinance and to introduce the Ordinance as submitted.

Councilmember Freeman seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen.

Mayor Mercier thereupon declared the motion carried.

Approve Designation of Councilmember Joan Smith-Freeman as Voting Delegate and a Councilmember as Alternate Voting Delegate to the League of California Cities Annual Conference October 5 – 7, 2016 in Long Beach.

Following Council discussion, Councilmember Simmen moved to designate Councilmember Joan Smith-Freeman as Voting Delegate and Councilmember Deborah Baird as Alternate Voting Delegate to the League of California Cities Annual Conference.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen.

Mayor Mercier thereupon declared the motion carried.

Selection of Mayor Pro tempore.

Following Council discussion, Councilmember Simmen moved to appoint Joan Smith-Freeman as Mayor Pro tempore.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen.

Mayor Mercier thereupon declared the motion carried.

Selection Process for New City Councilmember; Appointment of new Councilmember using that process.

City Manager Baker reported that the purpose of this agenda item is to outline the process for appointment or election of a replacement city councilmember to fill the vacant seat of Councilmember Bryan Foster, and to identify alternatives.

Government Code Section 36512 requires that upon vacancy of a City Council seat, the City Council either appoint a replacement within 60 days or call for an election. Since Councilmember Foster's seat is up for election on the November 8, 2016 election, the second option is covered.

If the Council wishes to make an appointment of a Councilmember for the remainder of the term (now through approximately the first meeting of December), there are alternatives. State statutes do not identify the details of the appointment process, so the Council has wide latitude in how to make the appointment. The Council could, for example, simply nominate and agree on an individual to fill in the unexpired term of Councilmember Foster. Alternatively, the Council could accept applications for appointment to post and hold interviews (this was the process followed at the last vacancy in 2010, which included a special meeting for the interviews).

Finally, the Council could operate with only four members until the results of the November election are certified.

Following Council discussion, Mayor Mercier moved to operate with only four members until the results of the November election are certified.

Councilmember Simmen seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, Mercier and Simmen.

Mayor Mercier thereupon declared the motion carried.

City Manager Report: Update/Discussion: Community Center Tree Removal.

Director of Public Works Matt Bray reported that the large pine trees at the Community Center have damaged the sidewalks to a point further maintenance is not an option. Large portions of sidewalk are now in need of replacement. The foundation of this building is also showing signs of damage. In addition, a number of trees are showing signs of disease. Three smaller trees were removed from the Theater lawn two years ago due to disease. Staff has consulted with an arborist and also had the City's Building Official assess the situation.

Regretfully, the trees must be removed. They will be replaced, but with different species and in locations less likely to interfere with the building and sidewalks in the future. The ambiance of the Community Center will be dramatically altered so we wanted to make Council aware of the project before it occurred.

Removal of these trees will save the foundation. The Maintenance Division will then plant the replacement trees, and repair the failed sidewalk areas.

ADJOURNMENT There being no further business before the Council the meeting was adjourned.

Attest:

John Mercier, Mayor
Minutes approved by Council
Motion July 21, 2016

Elizabeth E. Casson, City Clerk



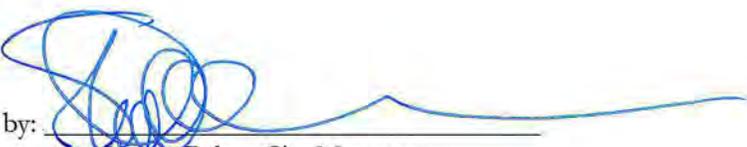
**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steven W. Baker, City Manager
Agenda title: Update on Siskiyou County Courthouse Funding
Meeting date: July 21, 2016

Discussion The state funding for the Siskiyou County Courthouse is on the agenda for the Pooled Money Investment Board (PMIB) on July 20th, the day before the City Council meeting. There is a possibility that the funding may not be approved. The City submitted a letter to the Governor (attached) to urge that such funding was granted (a similar letter was also sent to the PMIB).

Court or City staff will provide an update on the status of the courthouse funding.

Approved by: _____


Steven Baker, City Manager



City of Yreka

701 Fourth Street • Yreka, CA 96097
(530) 841-2386 • FAX (530) 842-4836



July 14, 2016

Governor Jerry Brown
c/o State Capitol, Suite 1173
Sacramento, CA 95814

Re: State Courthouse in Siskiyou County, California

Dear Governor Brown:

We are writing to request your assistance in releasing funding for the new Yreka Courthouse here in Siskiyou County

The Yreka Courthouse is a fully developed, fully approved, construction-ready project. This project should be allowed to proceed as currently proposed. After over approximately eight years of intense effort, the Siskiyou County Superior Court, the County of Siskiyou, and the City of Yreka followed a path which was determined for us by the State. Now the State is pulling up the track in front of the train. Because of the myriad of complex legal and practical realities involved, derailing the project at this point could destroy it.

This project is truly "shovel ready." This project is the only courthouse which could feasibly be built in the State of California in the next two years. It has received all required approvals. The hard-won construction bids expire August 19, 2016. The 8 houses and buildings which are on the project site are vacant and ready for removal. The community has invested nearly \$5,000,000 in the project. (An equivalent, per capita, contribution in Los Angeles County would be over \$1 billion.) Funding approval is currently scheduled on the July 20, 2016 Pooled Money Investment Board agenda.

This would be the only state courthouse in Siskiyou County. Courthouse projects are, of course, "infrastructure." This infrastructure is as critical as courthouses are the front line access to justice, and our government has an obligation to provide safety to those who enter a courthouse seeking it, something that we cannot ensure in our current facility.

The City of Yreka emphatically urges you to allow the Siskiyou County Courthouse Project to proceed as currently proposed and scheduled, without any delay.

Sincerely

John Mercier
Mayor

c: Senator Ted Gaines
Assemblyman Brian Dahle



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
From: Matthew K. Bray, Director of Public Works
Prepared by: Jeannette Hook, Administrative Assistant *Del MS*
Agenda title: APPROVE A RESOLUTION AUTHORIZING THE CITY TO ACCEPT FEDERAL-AID FUNDS, EXECUTE FUNDING AGREEMENTS, AND DESIGNATING REPRESENTATIVES TO SIGN RELATED DOCUMENTS.
Meeting date: July 21, 2016

Discussion:

The City has been awarded a total of \$676,280 of federal funds (88.53% of total costs) to complete repairs at four bridges in the community. Council authorized the City Manager to enter consultant agreements with Morrison Structures for the Fairlane Bridge project in September 2015. At that time full funding for the additional bridges was applied for but not yet approved. Caltrans and FHWA have now allocated the additional funds needed for the Three Bridge Decks project.

In order to accept these funds, several actions are needed:

1. Authorize the City Manager or Designee to execute the enclosed Master Agreement for Administering Federal Aid Projects, Agreement No. 02-5020F15
2. Authorize the City Manager or Designee to execute Program Supplement Agreements for the current and future phases of work on the project.

On October 13, 2013, the City Council approved Resolution No. 3032 designating the City Manager to execute various agreements with Caltrans for the delivery of federal-aid projects. Program Supplement Agreements are amendments to the master funding agreements with the Department of Transportation (Caltrans). Periodically, the Master Agreements are updated. Currently, the City has two active federal-aid transportation projects (Fairlane Bridge Deck & Three Bridge Decks) and one state-only funded transportation project (North Oregon Street rehabilitation).

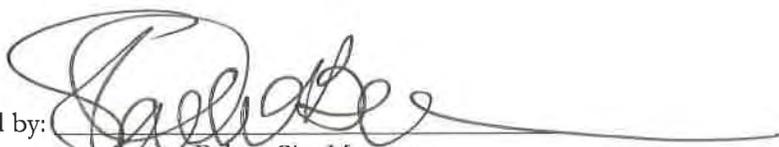
Fiscal Impact:

Approving the Master Agreement does not have any fiscal impact. Authorizing execution of the Program Supplement Agreements and accepting the grant funding for these federal-aid projects obligates the City to provide 11.47% of match funds. The City's match is projected to be \$87,620 for two projects (four bridges) over multiple years. This amount has been included in the proposed streets budgets.

Recommendation and Requested Action:

That the Council approve a Resolution authorizing the City to accept Federal-aid funds, execute funding agreements, and designating representatives to sign related documents.

Enclosures

Approved by: 
Steven Baker, City Manager

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT FEDERAL-AID FUNDS,
EXECUTE FUNDING AGREEMENTS, AND
DESIGNATING REPRESENTATIVES TO SIGN RELATED DOCUMENTS

WHEREAS, the City is a municipal corporation with the legal authority to enter into contracts and agreements in the State of California; and

WHEREAS, the City of Yreka is eligible to receive Federal-Aid funds for the design and construction of programmed projects; and

WHEREAS, the State of California has requested the City of Yreka to approve and execute the Master Agreement Administering Agency-State Agreement for Federal Funded Projects, Agreement No. 02-5020F15, between the City and the State; and,

WHEREAS, the State of California Department of Transportation requires project- specific Program Supplement Agreements to be executed before the City can be reimbursed for project expenditures; and

WHEREAS, the City of Yreka desires to reduce administration staff time in processing future Program Supplements to the Master Agreement;

WHEREAS, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) that this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YREKA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The City Manager or designee is hereby authorized and directed to execute Master Agreement No. 02-5020F15, and various program supplement agreements for Projects No. BRLS 5020(016) and No. BPMP 5020(020), with such changes, insertions and omissions as may be approved by the City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 3. The City Manager, Public Works Director, or their designee, is hereby authorized and directed to execute such other agreements, invoices, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and

effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of July, 2016, by the following vote:

AYES:
NAYS:
ABSENT:

John Mercier
Mayor of the City of Yreka

Attest:

Elizabeth Casson, City Clerk

THE UNDERSIGNED CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF
RESOLUTION NO. 2016-____ AS ADOPTED BY THE CITY COUNCIL AT ITS MEETING
HELD JULY 21, 2016.

Elizabeth Casson, City Clerk

PROGRAM SUPPLEMENT NO. F005
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 02-5020F15

Adv Project ID **Date:** June 21, 2016
 0216000127 **Location:** 02-SIS-0-YRE
Project Number: BPMP-5020(020)
E.A. Number:
Locode: 5020

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:

As part of the BPMP, PM 00084, In the City of Yreka, E. Lennox Br 02C0225, Raymond St Br 02C0260, Westside Road Br 02C0267

TYPE OF WORK: Bridge Related - Other

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		OTHER
\$38,900.00	H100	\$5,055.60	LOCAL		
	Z001	\$29,382.40	\$4,462.00		\$0.00

CITY OF YREKA CITY

STATE OF CALIFORNIA
Department of Transportation

By _____
 Title _____
 Date _____
 Attest _____

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

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

Accounting Officer Rosa Jones

Date 6/21/16 **\$34,438.00**

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.

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

 **DRAFT**

02 City of Yreka City

District Administering Agency

Agreement No. 02-5020F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Yreka City, 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 Yreka City

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Yreka City
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.



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

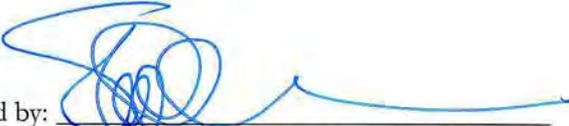
To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action: Adopt Ordinance No. 844 Amending Section 1.24.010 (“Regular Meetings”) of the Yreka Municipal Code to Change and Fix the Place of City Council Meetings and Amending Section 8.08.130 to Omit Any Reference to Gutters in Yreka’s Dog Nuisance Ordinance
Meeting date: July 21, 2016

Discussion:

The City Council introduced Ordinance 844 at its meeting held July 7, 2016.

Recommendation and Requested Action:

That the Council waive the reading of the body of the Ordinance and Adopt Ordinance No. 844 as submitted.

Approved by: 
Steven Baker, City Manager



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action: Introduction of an Ordinance Amending Section 1.24.010 (“Regular Meetings”) of the Yreka Municipal Code to Change and Fix the Place of City Council Meetings and Amending Section 8.08.130 to Omit Any Reference to Gutters in Yreka’s Dog Nuisance Ordinance
Meeting date: July 7, 2016

Discussion: At a previous meeting, Council requested a change so that in the event of a large crowd, a regular meeting of the City Council could be held at a larger venue such as the Theater (currently, the Council could only adjourn a meeting to there). The City Attorney has drafted an amendment to the City’s code that would allow the City Council to schedule and hold a regular meeting at either the Community Theater or Community Center.

In addition, staff noticed that the City’s code required dog owners to clean up after their dogs, except in city gutters. This ordinance would remove that exemption.

Recommendation: That the Council introduce an Ordinance Amending Section 1.24.010 (“Regular Meetings”) of the Yreka Municipal Code to Change and Fix the Place of City Council Meetings and Amending Section 8.08.130 to Omit Any Reference to Gutters in Yreka’s Dog Nuisance Ordinance

Approved by:

Steven Baker, City Manager



ORDINANCE NO. 844

**AN ORDINANCE OF THE CITY OF YREKA AMENDING SECTION 1.24.010
("REGULAR MEETINGS") OF THE YREKA MUNICIPAL CODE TO CHANGE
AND FIX THE PLACE OF CITY COUNCIL MEETINGS AND AMENDING
SECTION 8.08.130 TO OMIT ANY REFERENCE TO GUTTERS IN YREKA'S
DOG NUISANCE ORDINANCE**

THE CITY COUNCIL OF THE CITY OF YREKA DOES HEREBY ORDAIN AS
FOLLOWS:

Section 1. SECTION 1.24.010 of the Yreka Municipal Code is hereby amended
with the following additions and deletions to read as follows (additions in underline,
deletions in strikethrough):

1.24.010 - Regular meetings.

The city council shall hold regular meetings on the first and third Thursdays in each
month at the hour of six-thirty p.m. in the council chamber of the city hall, 701 Fourth
Street, or the Yreka Community Center, 810 N. Oregon Street, or Yreka Community
Theater, 812 N. Oregon Street, in the city, the selection of which alternate site the
meeting will be held as shall be as specified in the agenda, or in such other place within
the city limits to which said meeting may be adjourned. If by reason of fire, flood, or
other emergency, it is unsafe to meet in the city hall, the meetings may be held for the
duration of the emergency at such other place as is designated by the mayor or, if he/she
should fail to act, by three members of the city council. When the day for any regular
meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular
meeting shall be held at the same hour on the following Tuesday or as the council may
direct by adoption of a resolution.

26 **Section 2.** SECTION 8.08.130 of the Yreka Municipal Code is hereby amended
27 with the following additions and deletions to read as follows (additions in underline,
28 deletions in strikethrough):

29 **8.08.130 - Nuisance prohibited.**

30 (a) No owner or keeper or person having custody or control of any dog shall allow or
31 permit such dog to commit a nuisance on any public property or any improved private
32 property other than that of the owner or keeper or person who has accepted custody or
33 control of such dog, ~~provided that the foregoing shall not apply to street gutters.~~ It shall
34 be the duty of all persons having control of a dog to curb such dog in order to carry out
35 the intent of this section.

36 **Section 3. Severability**

37 If any section, sentence, clause or phrase of this Chapter is for any reason held
38 to be invalid or unconstitutional by a decision of any court of competent
39 jurisdiction, such decision shall not affect the validity of the remaining
40 portions of this Chapter. The City Council hereby declares that it would have
41 passed this ordinance and adopted this Chapter and each section, sentence,
42 clause or phrase thereof, irrespective of the fact that any one or more sections,
43 subsections, sentences, clauses or phrases were to be declared invalid or
44 unconstitutional.

45 **Section 4. Inconsistency.**

46 Any provisions of the Yreka Municipal Code, or appendices thereto, or any
47 other ordinances of the City inconsistent herewith, to the extent of such
48 inconsistencies and no further, are hereby repealed for the purposes of the
49 enforcement of this Chapter.

