Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, February 17, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 986 0894 6983# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Vacant, District 5

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:
The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

B-1 Minutes – 11/18/20

Recommendation: Approve the City Council Minutes of November 18, 2020

B-2 Informational Report on Register of Audited Demands for January 23, 2021 to February 5, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Eric Battles)

B-4 Ratification of COVID-19 Prevention Program (CPP) and Related Amendment to Injury and Illness Prevention Program (IIPP) in compliance with California Occupational Safety and Health regulations

Recommendation: Adopt a Minute Order

1) Ratifying Issuance of COVID-19 Emergency Policy No. 3: COVID-19 Prevention Program by the City Manager in his role as Director of Emergency Services; and
2) Amending Administrative Policy 45: Injury and Illness Prevention Program to remove Section 11, COVID-19 Supplement (Report by Eric Battles)

B-5 Acceptance of Improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04)

Recommendation: Adopt a Resolution

1) Accepting the Improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04); and
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements; and
3) Authorizing Staff to Record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

B-6 Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane

Recommendation: 1) Adopt a Resolution Approving the Contract Award for the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project"), in the Amount of $200,339 to Witbro, Inc. dba Seal Rite Paving & Grading; and

2) Adopt a Resolution Approving Funding Amendment Appropriating $170,000 to the City of Madera Fiscal Year 2020/21 Capital Projects Budget for the Construction of the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project") (Report by Keith Helmuth)

B-7 Acceptance of Phase 1, Asbestos and Building Demolition, portion of the Olive Avenue Widening and Reconstruction between Gateway Drive to Knox Street Project

Recommendation: Adopt a Minute Order Approving the Acceptance of Olive Avenue Widening and Reconstruction - Gateway Dr. between Knox St. Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010, Recording of Notice of Completion, and Release of Retention 35 days after Recording Notice of Completion (Report by Keith Helmuth)

B-8 Iveywood I Subdivision (Tract No. 19-S-03)

Recommendation: Adopt a Resolution

1) Approving the Final Map for the Iveywood I Subdivision; and
2) Approving Improvement Agreement (Agreement) for the Construction of Improvements for the Iveywood I Subdivision (Tract No. 19-S-03); and
3) Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Iveywood I Subdivision (Tract No. 19-S-03); and
4) Accepting the Dedication of Land for Public Use (Report by Keith Helmuth)

B-9 Acceptance of Improvements for Cottonwood Estates V Subdivision (Tract No. 04-S-20)

Recommendation: Adopt a Resolution

1) Accepting the Improvements for Cottonwood Estates V Subdivision (Tract No. 04-S-20); and
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements; and
3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

B-10 Agreement with Nichols Consulting for Preparation and Filing of State Mandated Cost Claims

Recommendation: Adopt a Resolution Approving a Consultant Services Contract with Nichols Consulting for three-years at a total cost of $10,000 (Report by Roger Sanchez)

B-11 Appointment to the City's Block Grant Commission

Recommendation: Adopt a Resolution Approving Mayor Santos Garcia's recommendation to appoint Gabriela Gonzalez-Gutierrez to the Block Grant Commission (BGC) (Report by Ivette Iraheta)

B-12 Council Appointments to the Madera County Arts Authority Board

Recommendation: Approve by Minute Order the Appointments of Councilmember Artemio Villegas as Primary Representative, Councilmember Anita Evans as 1st Alternate, and Councilmember Cece Gallegos as 2nd Alternate to serve as the City's representatives on the Madera County Arts Authority Board (MCAA) (Report by Alicia Gonzales)

B-13 Agreement with MyWorkplace, Inc., for Access to their Online Employee Benefits Management System at an Annual Cost of Approximately $8,900

Recommendation: Adopt a Minute Order Approving a Client Access Agreement for the MyWorkplace Benefits Management and Enrollment System (Report by Eric Battles)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Third Amendment to the City Manager At-Will Employment Agreement to Award a Merit Step on the Assigned Salary Range

Recommendation: This report has been prepared at the direction of the City Council; therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Third Amendment to the City Manager At-Will Employment Agreement (Report by Hilda Cantu Montoy)

D-2 Amendments to the Fiscal Year 2020/21 Budget and Discussion regarding the Fiscal Impacts of the COVID-19 Pandemic

Recommendation: Adopt a Resolution Authorizing and Approving Budget Amendments to the Fiscal Year 2020/21 Budget (Report by Roger Sanchez)

E. ADMINISTRATIVE REPORTS:

E-1 City Contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year 2021/22 in the Amount of $181,749.80

Recommendation: The EDC recommends the City Council Adopt a Minute Order Approving the 2021/22 Basic Service Level Budget as Submitted (Report by Bobby Kahn)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
One Case: City of Madera v. High Speed Rail Authority

ADJOURNMENT: – Next regular meeting on March 3, 2021

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for February 17, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 11:15 p.m. on February 11, 2021.

Alicia Gonzales

Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	11/18/2020
Adopted:	02/17/2021

Minutes of a Regular Meeting of the Madera City Council

November 18, 2020 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 953 9055 5829# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER: Meeting was called to order at 6:00 p.m.

ROLL CALL

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4

Absent: Councilmember Donald E. Holley, District 6

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Part Time Engineering Project Manager Jerry Martinez, Deputy City Engineer Ellen Bitter and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Robinson

PLEDGE OF ALLEGIANCE: Fire Division Chief Matt Watson

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: COUNCILMEMBER HOLLEY. ABSTAIN: NONE.

PUBLIC COMMENT:

The first 15 minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked, but are not required, to identify themselves and state the subject of their comments. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No Public Comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)

2. Proclamation Recognizing Small Business Saturday

3. Update on the Amtrak Station Relocation from Road 26 to Avenue 12 (Report by Dan Leavitt, San Joaquin Powers Authority)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE CONSENT CALENDAR WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: COUNCILMEMBER HOLLEY. ABSTAIN: NONE.

B-1 Minutes – 9/16/20
Recommendation: Approve the City Council Minutes of 9/16/20

B-2 Informational Report on Register of Audited Demands for October 24, 2020 to November 6, 2020
Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service and Litigation Expenditures
Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Informational Report on Personnel Activity
Recommendation: No Action Required (Report by Wendy Silva)

B-5 Fresno River Trail Union Pacific Railroad (UPRR) and North Gateway Drive Undercrossing Project, Federal Project No ATPCML 5157(100), City Project No. PK-08

Recommendation: Adopt a Resolution Approving Increase in Authorized Funding for Construction Inspection, Construction Management, Third Party Services as Approved by the City Engineer for the Fresno River Trail UPRR & Gateway Drive Undercrossing Project from 10 percent to 15 percent of the Contract Amount (Report by Keith Helmuth)

RES 20-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING INCREASE IN AUTHORIZED FUNDING FOR CONSTRUCTION INSPECTION, CONSTRUCTION MANAGEMENT, AND THIRD PARTY SERVICES AS APPROVED BY THE CITY ENGINEER FOR THE FRESNO RIVER TRAIL – UPRR & GATEWAY DRIVE UNDERCROSSING PROJECT, FEDERAL PROJECT NO. ATPCML 5157(100), CITY PROJECT NO. PK-08

C. PUBLIC HEARINGS:

C-1 Disadvantaged Business Enterprise (DBE) Program and Implementation Agreement with the California Department of Transportation (Caltrans)

Recommendation: Adopt a Resolution Approving the Disadvantaged Business Enterprise Race-Conscious/Race-Neutral (DBE Program) Including Implementation Agreement (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM C-1 WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: COUNCILMEMBER HOLLEY. ABSTAIN: NONE.

RES 20-155 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE DISADVANTAGED BUSINESS ENTERPRISE RACE-CONSCIOUS/RACE-NEUTRAL PROGRAM (DBE PROGRAM) INCLUDING IMPLEMENTATION AGREEMENT

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Rule 20B Agreements with Pacific Gas & Electric to Perform Tariff Schedule Related Work for Undergrounding of Existing Overhead Electric Facilities for the Olive Avenue Widening Project

Recommendation: Adopt a Resolution Approving Rule 20B Agreements with Pacific Gas & Electric (PG&E) to Perform Tariff Schedule Related Work for Undergrounding of Existing Overhead Electric Facilities for the Olive

Avenue Widening Project and Authorizing Payment $475,383.11 (Report by Keith Helmuth)

ON MOTION BY MAYOR PRO TEM GARCIA AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-1 WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: COUNCILMEMBER HOLLEY. ABSTAIN: NONE.

RES 20-156 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AGREEMENTS WITH PACIFIC GAS AND ELECTRIC COMPANY TO PERFORM TARIFF SCHEDULE RELATED WORK FOR UNDERGROUNDING OF EXISTING OVERHEAD ELECTRIC FACILITIES FOR THE OLIVE AVENUE WIDENING PROJECT AND AUTHORIZING PAYMENT OF $475,383.11

D-2 Acceptance of Fire Station No. 58 and Amendments to Related Consultant Agreements with RRM Design Group, Inc. and Moore Twining Associates, Inc.

Recommendation: Adopt Resolutions

1) Amending the Agreement with RRM Design Group, Inc., for Professional Architectural and Engineering Services Relating to Extra Services and Additional Amount Not to Exceed $17,800; and

2) Amending the Agreement with Moore Twining Associates, Inc. for Testing Services Relating to Extra Services and Additional Amount not to Exceed $12,811.50; and

3) Adopt a Minute Order Approving
   a. Acceptance of the Fire Station No. 58, City Project N0. FD-00002 Fire Station Construction Northwest;
   b. The Filing of Notice of Completion; and
   c. The Release of Retention Funds (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER ROBINSON AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED BY A VOTE OF 6/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, AND ROBINSON. NOES: NONE. ABSENT: COUNCILMEMBER HOLLEY. ABSTAIN: NONE.

RES 20-157 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT TO AGREEMENT WITH RRM DESIGN GROUP, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES RELATING TO EXTRA SERVICES AND ADDITIONAL AMOUNT NOT TO EXCEED $17,800

RES 20-158 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT TO AGREEMENT WITH MOORE TWINING ASSOCIATES, INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR MATERIALS TESTING SERVICES RELATING TO EXTRA SERVICES AND ADDITIONAL AMOUNT NOT TO EXCEED $12,811.50

E. ADMINISTRATIVE REPORTS:

E-1 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

Councilmember Robinson asked that everyone stay safe.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia asked that everyone do everything they can to protect their friends and family. His family is limiting the size of their holiday gatherings and asking other family members to do the same. He asked that everyone be safe and have a happy holiday.

Councilmember Rodriguez stated he got tested for COVID-19 as per County Health Department, those that are out in the business sector should do so. It was a simple procedure and not invasive as he'd thought it'd be. Madera Public Health Department offers drive-thru testing. He encouraged everyone to get tested.

Councilmember Montes asked everyone to stay safe and wished them happy holidays.

Mayor Medellin stated he too got tested as the County is asking everyone to get tested. It was a simple procedure. Three days later he got his results. He tested negative. He encourages more people in the community to get tested as often as possible.

Mayor Medellin stated they have a lot to be thankful for. He asked that everyone check on their friends and family.

Mayor Medellin thanked friends, family and loved ones. He thanked City of Madera employees, MUSD, CAPMC, Downtown Association, Chamber of Commerce, Neighborhood Watch, Youth Leader Institute, Sikh community, Oaxacan community, sister city in Taiwan, other communities that have come out of the shadows, and Ministerial Association. He thanked the partnerships that he's made in Sacramento, Washington, D.C., and those in our region. He thanked the first responders Madera Police Department and CALFire.

Mayor Medellin stated he is proud of the projects he's worked on such as the widening of SR 99. He and his friend, Jim Costa, worked hard to get funding for it. He mentioned projects that occurred during his time as Mayor. He mentioned some of the boards and commissions that he's been on.

Mayor Medellin thanked his family who have supported him. He asked for prayers for his mother who is battling cancer. She is his number one fan. He dedicated his term as Mayor to his mother and he is very proud.

Mayor Medellin wished everyone a very Happy Thanksgiving. They have lots to be thankful for.

G. CLOSED SESSION

G-1 Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)
One Case: City of Madera v. High Speed Rail Authority

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:19 p.m.

Ms. Cantu Montoy thanked the Mayor, Council, and all staff for having her as their City Attorney for the last year.

Council returned from closed session at 8:03 p.m. with six (6) Councilmembers present as Councilmember Holley is absent.

City Attorney Hilda Cantu Montoy stated there was no reportable action and Mayor Medellin adjourned the meeting.

ADJOURNMENT: The meeting was adjourned at 8:03 p.m. Next regular meeting on December 2, 2020.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for January 23, 2021 to February 5, 2021.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of January 23, 2021 to February 5, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	28579 - 28698	$1,740,793.51

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$560,915.70
SDI	EDD	$2,418.82
CalPERS Payment	CalPERS	$130,479.32

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2020/2021 budget and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT:

Demands for payments are made within the constraints of the approved 2020/2021 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT

February 17, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28579	01/26/2021	PD	PD ADMIN	KER'S GAS & LUBE, INC.	DECEMBER 2020 PD CAR WASHES	$ 107.00
28580	01/26/2021	PD	PD ADMIN	3SI SECURITY SYSTEMS, INC.	CONTRACT RENEWAL	$ 228.00
28581	01/26/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,671.66
28582	01/26/2021	PD	PD ADMIN	HARRY D. WILSON INC.	MOTORCYCLE BATTERY	$ 162.36
28583	01/26/2021	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	DECEMBER 2020 MONTHLY DUES	$ 600.00
28584	01/26/2021	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	STORMWATER MANAGEMENT SOFTWARE FEES	$ 4,435.00
28585	01/26/2021	ENGINEERING	LTF - STREETS	GHD INC.	INTERSECTION IMPROVEMENTS 4TH/LAKE/CENTRAL	$ 4,187.94
28585	01/26/2021	ENGINEERING	RSTP - FED EX	GHD INC.	INTERSECTION IMPROVEMENTS 4TH/LAKE/CENTRAL	$ 5,990.78
28586	01/26/2021	PD	PD ADMIN	RAUL R. HERRERA JR.	POLYGRAPHS	$ 200.00
28587	01/26/2021	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	$ 37.89
28588	01/26/2021	PD	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUND	$ 700.00
28589	01/26/2021	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	NOVEMBER 2020 TRANSIT OPERATOR INVOICES	$ 71,663.45
28589	01/26/2021	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	NOVEMBER 2020 TRANSIT OPERATOR INVOICES	$ 30,089.65
28590	01/26/2021	PD	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	$ 280.00
28591	01/26/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.84
28592	01/26/2021	CODE ENF	TIRE AMNESTY	AMERICAN TIRE RECYCLING, INC	TRAILERS	$ 2,000.00
28593	01/26/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$ 1,564.87
28594	01/26/2021	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	DRAW 2 - RENOVATION WORK 320 FAIRVIEW AVE	$ 10,484.70
28594	01/26/2021	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	DRAW 1 - RENOVATION WORK 320 FAIRVIEW AVE	$ 10,484.70
28594	01/26/2021	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	CHANGE ORDER #1-RENOVATION WORK 320 FAIRVIEW	$ 370.00
28595	01/26/2021	PD	PD ADMIN	DOOLEY ENTERPRISES, INC.	AMMUNITION	$ 2,932.22
28595	01/26/2021	PD	MEAS K - PD	DOOLEY ENTERPRISES, INC.	AMMUNITION	$ 10,517.40
28596	01/26/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 3,263.70
28596	01/26/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,979.90
28596	01/26/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 2,773.50
28596	01/26/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 3,882.90
28597	01/26/2021	WWTP	WWTP	COOPER CONTROLS, INC	PERMIT COMPLIANCE	$ 1,005.10
28598	01/26/2021	FINANCE	COMM & REC	AT&T	12/20 CALNET 3 SERVICE 9391026396	$ 138.83
28598	01/26/2021	FINANCE	SR CITIZEN COMM	AT&T	12/20 CALNET 3 SERVICE 9391026403	$ 26.36
28598	01/26/2021	FINANCE	SR CITIZEN COMM	AT&T	12/20 CALNET 3 SERVICE 9391026398	$ 23.52
28598	01/26/2021	FINANCE	MEAS K - PD	AT&T	01/21 CALNET 3 SERVICE 9391059143	$ 1,096.86
28598	01/26/2021	FINANCE	MEAS K - PD	AT&T	01/21 CALNET 3 SERVICE 9391026401	$ 52.41
28598	01/26/2021	PD	PD ADMIN	AT&T	02/17 CALNET 3 SERVICE 9391031578	$ 172.15
28598	01/26/2021	PD	PD ADMIN	AT&T	12/20 CALNET 3 SVS 9391064552	$ 299.65
28598	01/26/2021	PD	PD ADMIN	AT&T	12/20 CALNET 3 SVS 9391026414	$ 226.89
28598	01/26/2021	PD	PD ADMIN	AT&T	12/20 CALNET 3 SERVICE 9391031578	$ 174.18

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28598	01/26/2021	PD	PD ADMIN	AT&T	12/20 CALNET 3 SERVICE 9391031566	$ 166.16
28599	01/26/2021	PD	PD ADMIN	AT&T	LOCATION ACTIVATION & DAILY FEES DEC 2020	$ 125.00
28600	01/26/2021	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE JANUARY 2021	$ 98.00
28601	01/26/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 311.00
28602	01/26/2021	FINANCE	FIRE	BANK OF NEW YORK MELLON	LEASE REVENUE BONDS SERIES 2019 -FIRE STATION	$ 1,535.00
28603	01/26/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL FEBRUARY	$ 183.00
28604	01/26/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL FEBRUARY 2021	$ 130.40
28605	01/26/2021	PD	PD ADMIN	CA DEPARTMENT OF JUSTICE	DECEMBER 2020 FINGERPRINTING	$ 315.00
28605	01/26/2021	PD	PD ADMIN	CA DEPARTMENT OF JUSTICE	NOVEMBER BLOOD ALCOHOL ANALYSIS	$ 1,260.00
28606	01/26/2021	FIRE	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	$ 97.00
28607	01/26/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 928.70
28608	01/26/2021	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST DECEMBER 2020	$ 175.00
28609	01/26/2021	PW	FACILITIES MAINT	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 63.75
28609	01/26/2021	PW	STREETS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 63.75
28609	01/26/2021	PW	SEWER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 63.75
28609	01/26/2021	PW	WATER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 63.75
28609	01/26/2021	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE DEC 2020	$ 115.00
28609	01/26/2021	WWTP	WWTP	DIAMOND COMMUNICATIONS	ALARM MONITORING	$ 540.00
28610	01/26/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE AUGUST 2020	$ 21.50
28610	01/26/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE AUGUST 2020	$ 258.00
28610	01/26/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE AUGUST 2020	$ 3,891.50
28610	01/26/2021	HR	PD ADMIN	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE AUGUST 2020	$ 21.50
28611	01/26/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ASI MEDICAL PART A FOR CLAIMS DEC 2020 PAYROLL	$ 28,252.82
28612	01/26/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP	$ 1,076.70
28613	01/26/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR DECEMBER 2020	$ 168.00
28614	01/26/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 1/1/21-1/15/21	$ 10,031.25
28615	01/26/2021	FLEET	FLEET ACQUISITION	FOLSOM LAKE FORD	NEW 2021 FORD INTERCEPTOR UTILITY	$ 82,350.62
28616	01/26/2021	PD	SUPP LAW ENF	GLOBAL CTI GROUP	PD PHONE SERVICE	$ 762.84
28617	01/26/2021	PD	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	$ 13.24
28618	01/26/2021	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE JANUARY 2021	$ 8,345.71
28619	01/26/2021	FINANCE	PAYROLL TRUST	M A C E A	DECEMBER 2020 MONTHLY DUES	$ 1,925.00
28620	01/26/2021	FINANCE	PAYROLL TRUST	M.C.E.A.	DECEMBER 2020 MONTHLY DUES	$ 360.00
28621	01/26/2021	WATER	WATER OPS	MADERA PUMPS, INC.	REMOVE SHED/REMOVE ELECTRIC MOTOR	$ 270.00
28621	01/26/2021	WATER	WATER OPS	MADERA PUMPS, INC.	MOTER INSTALL WELL 18	$ 355.00
28622	01/26/2021	PD	SUPP LAW ENF	MADERA UNIFORM & ACCESSORIES	JACKET / BADGE	$ 66.15
28623	01/26/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,079.20
28624	01/26/2021	UB - WATER	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,503.14
28625	01/26/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	01/21 SERVICE 0443905948-8	$ 10.51
28626	01/26/2021	SEWER	SEWER OPS	PITNEY BOWES, INC.	POSTAGE REFILL	$ 69.08
28627	01/26/2021	WWTP	WWTP	POLYDYNE INC.	WATER AND WASTEWATER TREATING CHEMICALS	$ 6,722.33

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28628	01/26/2021	WWTP	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 104.06
28628	01/26/2021	WWTP	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 312.17
28628	01/26/2021	WWTP	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 156.08
28628	01/26/2021	WWTP	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 156.12
28628	01/26/2021	WWTP	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 312.17
28628	01/26/2021	WWTP	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	$ 156.09
28629	01/26/2021	ENGINEERING	WATER CAPITAL	PROVOST & PRITCHARD CONSULTING	PROF ENGINEERING SERVICES FOR WATER MAIN	$ 732.60
28630	01/26/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL FEBRUARY 2021	$ 177.75
28630	01/26/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL FEBRUARY 2021	$ 177.75
28631	01/26/2021	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 250.00
28632	01/26/2021	ENGINEERING	LTF - PARKS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5B20CR00098	$ 276.00
28633	01/26/2021	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 267.88
28633	01/26/2021	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 12/22/20-12/31/20	$ 331.52
28633	01/26/2021	PW	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 228.79
28633	01/26/2021	PW	DRAINAGE	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 190.12
28633	01/26/2021	PW	ENGINEERING	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 21.80
28633	01/26/2021	PW	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 82.47
28633	01/26/2021	PW	FLEET MAINT	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 92.07
28633	01/26/2021	PW	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 127.58
28633	01/26/2021	PW	PARKS	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 667.57
28633	01/26/2021	PW	PD ADMIN	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 2,071.31
28633	01/26/2021	PW	STREETS	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 305.66
28633	01/26/2021	PW	SEWER OPS	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 71.86
28633	01/26/2021	PW	STREET CLEANING	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 585.28
28633	01/26/2021	PW	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 726.39
28633	01/26/2021	PW	TRANS - DAR	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 660.91
28633	01/26/2021	PW	WATER OPS	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 496.20
28633	01/26/2021	PW	WATER QUALITY	TESEI PETROLEUM INC.	FUEL -FIRE DEPT 01/01/21-01/10/21	$ 39.72
28634	01/26/2021	PD	PD ADMIN	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS DECEMBER 2020	$ 213.30
28635	01/26/2021	ENGINEERING	LTF - PARKS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW NEW TRAIL -FRESNO RIVER BRIDGE	$ 178.00
28636	01/26/2021	GRANTS	INTERMODAL BLDG	VILLA GARDENING SERVICE INC	DECEMBER LAWN SERVICE	$ 500.00
28637	01/26/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 22,726.61
28638	01/26/2021	PARKS ADMIN	GENERAL TRUST	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND	$ 100.00
28639	01/27/2021	ENGINEERING	WATER CAPITAL	LOVE'S TRAVEL SHOPS & COUNTRY STORE	REIMBURSEMENT- INFRASTRUCTURE IMPROVEMENTS	$ 1,000,000.00
28640	02/01/2021	WWTP	WWTP	TERRAFORM POWER, LLC.	CA-MADERA WTP NET GENERATION DEC 2020	$ 14,029.33
28640	02/01/2021	WWTP	WWTP	TERRAFORM POWER, LLC.	WWTP CATCH UP BILLING 12/01/2015-12/31/2015	$ 6,612.53
28641	02/01/2021	WATER QUALITY	WATER CAPITAL	THIRKETTLE CORPORATION	6" OMNI CUBIC FOOT METERS	$ 11,637.00
28642	02/01/2021	FACILITIES	FACILITIES MAINT	PIERCE CRANE INC	STREET LIGHT REPAIR	$ 300.00
28643	02/01/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,671.66
28644	02/01/2021	PD	PD ADMIN	HARRY D. WILSON INC.	MOUNTED & TIRE BALANCE	$ 218.99

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28644	02/01/2021	PD	PD ADMIN	HARRY D. WILSON INC.	MOUNT AND BALANCE TIRES	$ 1,208.58
28645	02/01/2021	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	JANUARY 2021 MONTHLY DUES	$ 630.00
28646	02/01/2021	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	$ 113.66
28647	02/01/2021	FIRE	FIRE	ALLSTAR FIRE EQUIPMENT	PPE EQUIPMENT RACK	$ 11,269.72
28648	02/01/2021	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENTAL AFFAIRS CONSULTING	$ 4,000.00
28649	02/01/2021	PD	PD ADMIN	PACIFIC STORAGE COMPANY	SERVICE 36 INCH EXECUTIVE COSOLE	$ 560.00
28650	02/01/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 574.82
28651	02/01/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.85
28652	02/01/2021	FINANCE	CITY MANAGER	HINDERLITER, DE LLAMAS AND ASSOCIATES	CANNABIS CONSULTING SERVICES- DECEMBER 2020	$ 875.00
28653	02/01/2021	PD	PD ADMIN	CENTRALSQUARE TECHNOLOGIES, LLC	ANNUAL CRYWOLF LICENSE & MAINTENANCE	$ 14,265.47
28654	02/01/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WATER SAMPLES	$ 2,638.00
28654	02/01/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$ 1,064.00
28654	02/01/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$ 252.00
28655	02/01/2021	FINANCE	AIRPORT OPS	AT&T	12/20 SERVICE 831-000-6408 576	$ 589.42
28655	02/01/2021	FINANCE	BUILDING	AT&T	12/20 SERVICE 831-000-6408 576	$ 119.94
28655	02/01/2021	FINANCE	CENTRAL ADMIN	AT&T	12/20 SERVICE 831-000-6408 576	$ 39.07
28655	02/01/2021	FINANCE	CITY ATTORNEY	AT&T	12/20 SERVICE 831-000-6408 576	$ 39.07
28655	02/01/2021	FINANCE	CITY CLERK	AT&T	12/20 SERVICE 831-000-6408 576	$ 32.90
28655	02/01/2021	FINANCE	CODE ENF	AT&T	12/20 SERVICE 831-000-6408 576	$ 657.28
28655	02/01/2021	FINANCE	COMM & REC	AT&T	12/20 SERVICE 831-000-6408 576	$ 1,836.12
28655	02/01/2021	FINANCE	COMPUTER MAINT	AT&T	12/20 SERVICE 831-000-6408 576	$ 124.05
28655	02/01/2021	FINANCE	ENGINEERING	AT&T	12/20 SERVICE 831-000-6408 576	$ 275.52
28655	02/01/2021	FINANCE	FINANCE	AT&T	12/20 SERVICE 831-000-6408 576	$ 93.90
28655	02/01/2021	FINANCE	FIRE	AT&T	12/20 SERVICE 831-000-6408 576	$ 1,179.53
28655	02/01/2021	FINANCE	GRANT OVERSIGHT	AT&T	12/20 SERVICE 831-000-6408 576	$ 115.14
28655	02/01/2021	FINANCE	HR/RISK MGT	AT&T	12/20 SERVICE 831-000-6408 576	$ 78.13
28655	02/01/2021	FINANCE	PD ADMIN	AT&T	12/20 SERVICE 831-000-6408 576	$ 657.28
28655	02/01/2021	FINANCE	PLANNING	AT&T	12/20 SERVICE 831-000-6408 576	$ 100.75
28655	02/01/2021	FINANCE	UB - GARBAGE	AT&T	12/20 SERVICE 831-000-6408 576	$ 228.91
28655	02/01/2021	FINANCE	UB - SEWER	AT&T	12/20 SERVICE 831-000-6408 576	$ 228.92
28655	02/01/2021	FINANCE	UB - WATER	AT&T	12/20 SERVICE 831-000-6408 576	$ 457.83
28655	02/01/2021	FINANCE	MEAS K - PD	AT&T	01/21 CALNET 3 SERVICE 9391020514	$ 166.16
28656	02/01/2021	HR	PD ADMIN	ARNOLD, JOSIAH	TUITION REIMBURSEMENT	$ 765.00
28657	02/01/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 2,623.50
28658	02/01/2021	FINANCE	WATER DEBT	BANK OF NEW YORK MELLON	WATER REVENUE REFUNDING BOND - SERIES 2019	$ 2,535.00
28659	02/01/2021	PW	SEWER OPS	R & R INDUSTRIES, INC.	SWEATSHIRTS	$ 39.76
28659	02/01/2021	PW	WATER OPS	R & R INDUSTRIES, INC.	SWEATSHIRTS	$ 39.77
28660	02/01/2021	ENGINEERING	STREETS CAPITAL	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEE	$ 70.00
28661	02/01/2021	FINANCE	PD ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE- CHIEF'S OFFICE	$ 177.48
28662	02/01/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 928.70

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28663	02/01/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 53.45
28663	02/01/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 15.86
28663	02/01/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 15.86
28663	02/01/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 113.60
28663	02/01/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 76.01
28663	02/01/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.91
28663	02/01/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 106.09
28663	02/01/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 23.38
28663	02/01/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 83.53
28663	02/01/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 15.86
28663	02/01/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.91
28663	02/01/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.91
28663	02/01/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 38.40
28663	02/01/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.89
28663	02/01/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 38.08
28663	02/01/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 38.41
28663	02/01/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 45.94
28663	02/01/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 27.13
28663	02/01/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.89
28663	02/01/2021	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 30.89
28663	02/01/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 25.25
28663	02/01/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 25.25
28663	02/01/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 49.70
28663	02/01/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 34.65
28663	02/01/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 15.86
28663	02/01/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 23.38
28663	02/01/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 15.86
28663	02/01/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 05/01/2020-05/31/2020	$ 23.38
28664	02/01/2021	FINANCE	PD ADMIN	COMCAST	01/22/2021-02/21/2021 SVS 8155500320322006	$ 86.13
28664	02/01/2021	PD	PD ADMIN	COMCAST	01/21 SERVICE 815550032009296	$ 155.90
28665	02/01/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT DRUG TEST	$ 57.00
28666	02/01/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ASI MEDICAL PART A FOR CLAIMS JAN 2021	$ 28,073.47
28667	02/01/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	$ 1,076.70
28668	02/01/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR JANUARY 2021	$ 168.00
28669	02/01/2021	PD	PD ADMIN	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT FOR POLICE RADIO	$ 2,745.00
28670	02/01/2021	FACILITIES	FACILITIES MAINT	JAM SERVICES INC	LOCKJAW KEY	$ 194.85
28671	02/01/2021	CITY ADMIN	CENTRAL ADMIN	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	$ 10,126.00
28671	02/01/2021	CITY ADMIN	GENERAL FUND	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	$ 10,126.00
28672	02/01/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 1,110.00
28673	02/01/2021	PARKS	AQUATICS	CHARLES LUECKER, AUTHORIZED SIGNER	CHOLORINE FOR POOL	$ 981.08

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28674	02/01/2021	FINANCE	PAYROLL TRUST	M A C E A	JANUARY 2021 MONTHLY DUES	$ 1,925.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 744.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - APPLY TO UB ACCT	$ 200.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 80.10
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE- APPLY TO UB ACCT	$ 200.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 300.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 100.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 123.50
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE- APPLY TO UB ACCT	$ 200.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 200.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 100.00
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE- APPLY TO UB ACCT	$ 632.88
28675	02/01/2021	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE- APPLY TO UB ACCT	$ 200.00
28676	02/01/2021	FINANCE	PAYROLL TRUST	M.C.E.A.	JANUARY 2021 MONTHLY DUES	$ 360.00
28677	02/01/2021	FINANCE	PAYROLL TRUST	M P O A	JANUARY 2021 MONTHLY DUES	$ 7,635.44
28678	02/01/2021	WATER	WATER OPS	MADERA PUMPS, INC.	WELL 30 REHAB & NEW EQUIPMENT	$ 155,422.52
28679	02/01/2021	CITY CLERK	CITY CLERK	MADERA TRIBUNE	DISTRICT 5 VACANCY- PUBLIC NOTICE	$ 1,376.00
28679	02/01/2021	FINANCE	PURCHASING	MADERA TRIBUNE	RECRUITMENT ANNOUNCEMENT	$ 91.20
28680	02/01/2021	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - NOVEMBER/DECEMBER 2020	$ 539.67
28680	02/01/2021	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - NOVEMBER/DECEMBER 2020	$ 539.68
28680	02/01/2021	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	DECEMBER CNG FUEL USAGE	$ 13.28
28680	02/01/2021	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	NOVEMBER CNG FUEL USAGE	$ 12.60
28680	02/01/2021	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	DECEMBER CNG FUEL USAGE	$ 102.10
28680	02/01/2021	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	NOVEMBER CNG FUEL USAGE	$ 92.60
28680	02/01/2021	FLEET	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	NOVEMBER CNG FUEL USAGE	$ 9.70
28680	02/01/2021	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	DECEMBER CNG FUEL USAGE	$ 192.11
28680	02/01/2021	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	NOVEMBER CNG FUEL USAGE	$ 278.49
28680	02/01/2021	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	DECEMBER CNG FUEL USAGE	$ 9.43
28680	02/01/2021	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	NOVEMBER CNG FUEL USAGE	$ 15.92
28681	02/01/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,709.30
28682	02/01/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,142.90
28683	02/01/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	01/21 SERVICE 8307681856-2	$ 443.09
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 1619119913-8	$ 106.52
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 6690755760-8	$ 75.13
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 8178280304-3	$ 82.40
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 7949615676-5	$ 18.56
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 3642526071-2	$ 58.54
28683	02/01/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	01/21 SERVICE 3819620697-3	$ 210.24
28683	02/01/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	01/21 SERVICE 1950349675-4	$ 1,111.74
28683	02/01/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	01/21 SERVICE 9172110863-6	$ 3,868.57

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28683	02/01/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	01/21 SERVICE 9651992016-7	$ 143.67
28684	02/01/2021	PD	PD ADMIN	PECK'S PRINTERY	PARKING CITATIONS	$ 430.84
28685	02/01/2021	FINANCE	SEWER OPS	PITNEY BOWES, INC.	POSTAGE REFILL	$ 69.08
28686	02/01/2021	WWTP	WWTP	SYNAGRO WEST, INC.	MONTHLY TRAILER RENTAL	$ 6,858.98
28687	02/01/2021	PW	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 40.85
28687	02/01/2021	PW	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 48.46
28687	02/01/2021	PW	DRAINAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 37.47
28687	02/01/2021	PW	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 91.85
28687	02/01/2021	PW	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 48.25
28687	02/01/2021	PW	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 26.91
28687	02/01/2021	PW	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 33.81
28687	02/01/2021	PW	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 625.46
28687	02/01/2021	PW	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 1,982.48
28687	02/01/2021	PW	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 177.66
28687	02/01/2021	PW	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 399.28
28687	02/01/2021	PW	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 1,066.46
28687	02/01/2021	PW	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 970.32
28687	02/01/2021	PW	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 132.98
28687	02/01/2021	PW	WATER QUALITY	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/21/20-12/31/20	$ 25.30
28688	02/01/2021	FINANCE	FINANCE	THALES CONSULTING, INC.	SCO REPORT- SPECIAL DISTRICT	$ 400.00
28689	02/01/2021	ENGINEERING	LTF - PARKS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW NEW TRAIL -FRESNO RIVER BRIDGE	$ 1,711.50
28690	02/01/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	DECEMBER LAWN SERVICE - ACCORNERO PARK	$ 330.00
28691	02/01/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 25,134.02
28692	02/01/2021	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	$ 60.05
28693	02/03/2021	FINANCE	WATER FUND	OLIVER KRISTI	UB 9913701 513 ADELAIDE AVE -DEPOSIT REFUND	$ 225.45
28693	02/03/2021	FINANCE	POOLED CASH	OLIVER KRISTI	UB 9913701 513 ADELAIDE AVE -DEPOSIT REFUND	$ 15.14
28694	02/03/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9919758 1382 DEBORAH -CREDIT REFUND	$ 242.75
28695	02/03/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9919034 402 WILLIAMS -CREDIT REFUND	$ 257.53
28696	02/03/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9926290 2390 LIGHTHOUSE -CREDIT REFUND	$ 159.29
28697	02/03/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 9911689 844 PEAR -CREDIT REFUND	$ 252.00
28698	02/03/2021	FINANCE	GENERAL FUND	OTP- UB REFUNDS	CREDIT REFUND	$ 40.67

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL **$ 1,740,793.51**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

SUMMARY:

The purpose of this report is to provide the Council a monthly informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The following employees separated from employment since our last report.

Table 1: *Separations*

Name	*Position*	*Department*	*Status**	*Effective Date*
Dorian Lasso	Police Officer II	Police	FT	1/15/21

*Status: PT = Part Time, FT = Full Time

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-4

SUBJECT:

Ratification of COVID-19 Prevention Program (CPP) and related amendment to Injury and Illness Prevention Program (IIPP) in compliance with California Occupational Safety and Health regulations

RECOMMENDATION:

Adopt a Minute Order:

1. Ratifying issuance of COVID-19 Emergency Policy No. 3: COVID-19 Prevention Program by the City Manager in his role as Director of Emergency Services
2. Amending Administrative Policy 45: Injury and Illness Prevention Program to remove Section 11, COVID-19 Supplement

SUMMARY:

The State of California Department of Industrial Relations, Division of Occupational Safety and Health (CalOSHA), issued emergency regulations related to the prevention of COVID-19 in the workplace. In compliance with these regulations, City staff drafted a CPP, which was issued January 19, 2021, by the City Manager in his role as Director of Emergency Services. The requested action is for Council to ratify COVID-19 Emergency Policy No. 3: COVID-19 Prevention Program, as well as amend the City's IIPP by removal of the COVID-19 Supplement to avoid confusion between the policies.

DISCUSSION:

On May 14, 2020, CalOSHA revised the Interim General Guidelines on Protecting Workers from COVID-19. The revised guidelines outlined mandatory control measures most California employers were required to implement and document within their written IIPP. On August 5, 2020, the City Council formally adopted an amendment to the City's IIPP to include a COVID-19

Supplement to both comply with CalOSHA requirements, as well as to protect employees and visitors to City facilities.

On November 30, 2020, CalOSHA issued updated Emergency Regulations effective immediately regarding COVID-19 standards in the workplace. CalOSHA held a period of stakeholder feedback and finalized their guidance on the implementation of the Emergency Regulations January 8, 2021. The City Manager issued the CPP on January 19, 2021 in compliance with the Emergency Regulations and implementation guidance. Additionally, the CPP complies with SB 1159 reporting requirements of COVID positive employees to the City's worker's compensation claims administrator and AB 685 notification requirements to close contact exposures and their representatives.

In summary, the basic elements of the CPP include the City's commitment to:

- Immediate investigation of COVID positive employee interactions with others and worksites visited
- Notification of close contact exposures within one (1) day of notice of a COVID positive employee
- Screening of employees reporting to the worksite
- Exclusion from the worksite of COVID positive employees and those meeting criteria for quarantine due to close contact exposure
- Disinfection of the worksite as needed
- Proactive identification and mitigation of workplace hazards related to exposure to or the spread of COVID-19
- Periodic worksite inspections to ensure mitigation measures are followed by all employees
- Training employees in COVID-19 prevention
- Educating employees on their leave rights and benefits as they relate to COVID-19 quarantine and/or isolation

The CPP was circulated to all bargaining units for review and comment. No comments or concerns were received.

The requested action contemplated in this report includes amendment of the City's IIPP to remove the COVID supplement adopted in August 2020. This action is requested so that there are not duplicate policies on the same topic, which could create confusion and potential conflict.

FINANCIAL IMPACT:

The adoption of the CPP does not have a direct financial impact to the City. The City has already engaged in many of the Centers for Disease Control and California Department of Public Health's recommendations related to COVID-19 which have associated costs. Some of these costs include purchasing personal protective equipment (PPE), cloth face coverings, disinfectants, hand sanitizer, etc. These expenses would have been incurred regardless of an official policy because the City has an interest in, and obligation to, provide a safe and healthy workplace for our

employees. Staff is carefully tracking COVID-19 related expenses and will seek reimbursement through insurance; the Federal Emergency Management Agency (FEMA); and any funding made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act or other similar source for eligible expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council could direct staff to revise the policy. Any revisions not required by law would potentially be subject to meet and confer with represented bargaining units.

ATTACHMENTS:

1. COVID-19 Emergency Policy 3: COVID-19 Prevention Program
2. Amended Administrative Policy No. 45: Injury and Illness Prevention Program

CITY OF MADERA COVID-19 Emergency Policy	Policy No. 3
	Date Adopted: 1/19/2021
	Date(s) Revised:
SUBJECT: COVID-19 PREVENTION PROGRAM (CPP)	

I. PURPOSE:

The purpose of the City of Madera's (City) COVID-19 Prevention Program ("CPP") is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205). In addition, the purpose of the City's CPP is to comply with California Labor Code §6409.6 as added by AB 685, as well as California Labor Code §3212.86-3212.88 as added by SB 1159.

Nothing in this CPP precludes the City from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. SCOPE

Unless one of the exceptions noted in this section applies, this CPP applies to all City of Madera employees, including those who are vaccinated.

The following employees are exempted from coverage under the CPP: (1) City of Madera employees who are teleworking; or (2) City of Madera employees who are working in a facility or operation that is subject to the Cal/OSHA regulation concerning Aerosol Transmissible Diseases (ATD) when following the ATD regulations and related policies.

Furthermore, certain City of Madera employees who perform services covered by the ATD regulation may be exempted during the actual performance of such services.

III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

A. "COVID-19" means coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

B. "COVID-19 case" means a person who either: (1) Has a positive "COVID-19 test" as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county. A person is no longer a "COVID-19 case" when a licensed health care professional determines that the person does not have COVID-19, in accordance with recommendations made by the California Department of Public Health (CDPH) or the local health department pursuant to authority granted under the Health and Safety Code or title 17, California Code of Regulations to CDPH or the local health department.

C. “Close contact COVID-19 exposure” means being within six (6) feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” as defined here. This definition applies regardless of the use of face coverings.

D. “COVID-19 hazard” means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

E. “COVID-19 symptoms” means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19.

F. “COVID-19 test” means a viral test for SARS-CoV-2 that is both: (1) Approved by the United States Food and Drug Administration (FDA) or has an Emergency Use Authorization from the FDA to diagnose current infection with the SARS-CoV-2 virus; and (2) Administered in accordance with the FDA approval or the FDA Emergency Use Authorization as applicable.

G. “Exposed workplace” means any work location, working area, or common area at work used or accessed by a COVID-19 case during the high-risk period, including bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas.

   The exposed workplace does not include buildings or facilities not entered by a COVID-19 case. Effective January 1, 2021, the “exposed workplace” also includes but is not limited to the “worksite” of the COVID-19 case as defined by Labor Code section 6409.6(d)(5).

H. “Face covering” means a tightly woven fabric or non-woven material with no visible holes or openings, which covers the nose and mouth.

I. “High-risk exposure period” means the following time period: (1) For persons who develop COVID-19 symptoms: from two (2) days before they first develop symptoms until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or (2) For persons who test positive who never develop COVID-19 symptoms: from two (2) days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

IV. PROGRAM

A. SYSTEM FOR COMMUNICATING WITH CITY EMPLOYEES

1. **Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at City Worksites and Facilities**

   City policy requires that City employees immediately report to their manager or supervisor or to the Department of Human Resources any of the following: (1) the employee's presentation of COVID-19 symptoms; (2) the employee's possible COVID-19 close contact exposures; (3) possible COVID-19 hazards at City worksites or facilities.

   The City will not discriminate or retaliate against any City employee who makes such a report.

2. **Accommodations Process for City Employees with Medical or Other Conditions that put them at Increased Risk of Severe COVID-19 Illness**

   City policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention ("CDC") or the employees' health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

   The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness.

   The CDC guidance provides that adults of any age with the following conditions are at increased risk of severe illness from the virus that causes COVID-19:

   a. Cancer
   b. Chronic kidney disease
   c. COPD (chronic obstructive pulmonary disease)
   d. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
   e. Immunocompromised state (weakened immune system) from solid organ transplant
   f. Obesity (body mass index [BMI] of 30 kg/m2 or higher but < 40 kg/m2)
   g. Severe Obesity (BMI ≥ 40 kg/m2)
   h. Pregnancy
   i. Sickle cell disease
   j. Smoking
   k. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

a. Asthma (moderate-to-severe)

b. Cerebrovascular disease (affects blood vessels and blood supply to the brain)

c. Cystic fibrosis

d. Hypertension or high blood pressure

e. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines

f. Neurologic conditions, such as dementia

g. Liver disease

h. Overweight (BMI > 25 kg/m2, but < 30 kg/m2)

i. Pulmonary fibrosis (having damaged or scarred lung tissues)

j. Thalassemia (a type of blood disorder)

k. Type 1 diabetes mellitus

The City will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19:

https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html

City employees are encouraged to review the list of medical conditions and other conditions provided above in order to determine whether they have such a condition. To request an accommodation under the City policy, employees may make a request with their manager or supervisor or the Department of Human Resources. Such request shall be accompanied by appropriate medical documentation from their primary physician documenting the need for exploring a workplace accommodation.

3. COVID-19 Testing

The City possesses authority to require that employees who report to work at City worksites or facilities be tested for COVID-19.

Where the City requires that City employees be tested, the City will inform employees of the reason that testing is required.

The City will also inform City employees of the possible consequences of a positive COVID-19 test, which may include, but is not limited to, a requirement that employees not report to work during the high-risk exposure period and satisfying the minimum criteria to return to work provided for in Section IV.K.

Where the City requires testing, the City will ensure the confidentiality of employee medical information and comply with the Confidentiality of Medical Information Act ("CMIA"). Specifically, the City will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

4. COVID-19 Hazards

The City will notify City employees and subcontracted employees of any potential COVID-19 exposure at a City worksite or facility where a COVID-19 case and City employees were present on the same day. The City will notify City employees of such potential exposures within one (1) business day of the City's knowledge of the exposure, in a way that does not reveal any personal identifying information of the COVID-19 case.

The City will also notify City employees of cleaning and disinfecting measures the City is undertaking in order to ensure the health and safety of the City worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES

1. Screening City Employees for COVID-19 Symptoms

The City possesses authority to screen employees or require that employee self-screen for COVID-19 symptoms.

City policy provides that the City will screen City employees for COVID-19 symptoms prior to entering City worksites and facilities or City employees will self-screen for COVID-19 symptoms prior to reporting to any City worksite or facility. The Department Director for each applicable department will determine the specific method and documentation for their department, and provide appropriate training to staff on screening requirements.

2. Responding to City Employees with COVID-19 Symptoms

Should a City employee present COVID-19 symptoms during a City administered screening or a self-screen, the City will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work provided for in Section IV.K.

The City will advise employees of any leaves to which they may be entitled during this self-quarantine period.

Further, the City will ensure the confidentiality of employees and comply with the CMIA, and will not disclose to other employees the fact that the employees presented COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as otherwise permitted or required under the law.

3. City's Response to COVID-19 Cases

In the event that City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work provided for in Section IV.K.

The City will advise employees of any leaves to which they may be entitled during this self-isolation period.

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) the local Public Health Department; (2) Cal/OSHA; (3) employees who were present at a City worksite or facility when the COVID-19 case was present during the high-risk exposure period; (4) the employee organizations that represent employees at the City worksite or facility during the high-risk exposure period; (4) the employers of subcontracted employees who were present at the City worksite or facility during the high-risk exposure period; and (5) the City's workers' compensation plan administrator.

Unless the COVID-19 case is unable to participate in an administrative interview due to the nature of their medical condition, the City will interview the COVID-19 cases in order to ascertain the nature and circumstances of any contact that the employees may have had with other employees during the high-risk exposure period. If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K.

The City will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

4. Workplace-Specific Identification of COVID-19 Hazards

The City conducted a workplace-specific assessment of all interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the City identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

As part of this process, the City identified potential workplace exposure to all persons at City worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The City considered how employees and other persons enter, leave, and travel through City worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

As part of this process, the City treated all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

Hazard Identification Inspections follow the guidelines on **Form A: Identification of COVID-19 Hazards** found in Section V. of this policy.

5. Maximization of Outdoor Air and Air Filtration

For indoor City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

6. City Compliance with Applicable State and Local Health Orders

The City monitors applicable orders and guidance from the Centers for Disease Control, the State of California, and the local Public Health Department related to COVID-19 hazards and prevention, including information of general application and information specific to the City's location and operations.

The City fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the City will evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

8. Periodic Inspections

The City will conduct periodic inspections of City worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the City's COVID-19 policies and procedures.

Periodic inspections will be documented on **Form B: COVID-19 Inspections** found in Section V. of this policy.

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

The City has a procedure for investigating COVID-19 cases in the workplace. As provided below, the procedure provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) identifying and recording all COVID-19 cases.

The investigation should be documented on **Form C: Investigating COVID-19 Cases** found in Section V. of this policy.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that City employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the City will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K.

a. Contact Tracing

If possible, the City will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases' recent work history, including the day and time they were last present at any City worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID-19 exposures.

If the City determines that there were any close contact COVID-19 exposures, the City will instruct those employees to remain at their

home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work provided for in Section IV.K.

b. Reporting the Potential Exposure to Other Employees

The City will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) employees who were present at a City worksite or facility when the COVID-19 case was present during the high-risk exposure period; and (2) subcontracted employees who were present at the City worksite or facility during the high-risk exposure period.

Employees will be notified on **Form E: Workplace Exposure Notice to Employees** found in Section V. of this policy.

Exclusive representatives will be notified on **Form F: Workplace Exposure Notice to Employee Organizations/Representatives** found in Section V. of this policy.

Employers of subcontracted employees will be notified using **Form G: Workplace Exposure Notice to Employer of Subcontracted Employees.**

c. Free COVID-19 Testing for Close Contact Exposures

The City will provide COVID-19 testing at no cost to employees during their working hours to all employees who had potential close contact COVID-19 exposure at a City worksite or facility.

d. Leave and Compensation Benefits for Close Contact Exposures

The City will provide these employees with information regarding COVID-19-related benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits that may be available under workers' compensation law, the federal Families First Coronavirus Response Act (FFCRA), Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, local governmental requirements, and the City's own leave policies.

For employees who would otherwise be able and available for work and whose close contact exposure was work-related, the City will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

For any leave time not covered by worker's compensation benefits or FFCRA leave benefits, the City will require that these employees use employer-provided employee sick leave benefits or other accrued leave for this purpose consistent with the employee's applicable Memorandum of Understanding and the City's Personnel Rules and Regulations, and will consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

The City will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

3. <u>Confidential Medical Information</u>

The City will protect the confidentiality of the COVID-19 cases and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19. The City will keep confidential all personal identifying information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law.

D. CORRECTION OF COVID-19 HAZARDS AT CITY WORKSITES AND FACILITIES

The City will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies, and procedures in a timely manner based on the severity of the hazard.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment (PPE).

E. TRAINING AND INSTRUCTION OF CITY EMPLOYEES

City employees received COVID-19 awareness and prevention training under the City's IIPP COVID-19 Supplement. The City's CPP requires additional training which will be provided immediately to all current employees by their department. All new employees will receive CPP compliant training at hire by their department. The training will be documented on **Form D: COVID-19 Training Record** found in Section V. of this policy. All COVID-19 related training records will be retained by the applicable department.

1. **COVID-19 Symptoms**

Training will include instruction and advisement on COVID-19 symptoms and on the importance of not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

COVID-19 symptoms include the following unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19:

a. Fever of 100.4 degrees Fahrenheit or higher, or chills;

b. Cough;

c. Shortness of breath or difficulty breathing;

d. Fatigue;

e. Muscle or body aches;

f. Headache;

g. New loss of taste or smell;

h. Sore throat;

i. Congestion or runny nose;

j. Nausea or vomiting; or

k. Diarrhea,

The City monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

The City will advise employees in the event it becomes aware that the CDC makes any changes to its guidance concerning such symptoms.

2. **City's COVID-19 Policies and Procedures**

Training will include an overview of the CPP for all employees. Additionally, the City will provide regular updates as information becomes available to employees on the City's policies and procedures to prevent COVID-19 hazards at City worksites and facilities and to protect City employees.

3. **COVID-19 Related Benefits**

Training will include information on leave benefits to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA,

Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, and the City's own leave policies as found in applicable Memorandums of Understanding that the Personnel Rules and Regulations.

4. <u>Spread and Transmission of the Virus that Causes COVID-19</u>

Training will include information that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

Training will further include advisement to City employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene (hand washing), in order to be effective.

5. <u>Methods and Importance of Physical Distancing, Face Coverings, and Hand Hygiene</u>

Training will include information on the methods and importance of physical distancing, face coverings, and hand hygiene, including hand washing.

Specifically, training will include information on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Further, the City will train and instruct City employees on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment.

F. PHYSICAL DISTANCING

The City requires that all City employees be separated from other persons by at least six (6) feet, except where the City can demonstrate that six (6) feet of separation is not possible and where there is momentary exposure while persons are in movement.

The City has adopted several methods by which it increases physical distancing including, but not limited to, the following:

a. Providing City employees the opportunity to telework or engage in other remote work arrangements;

b. Reducing the number of persons in an area at one time, including visitors;

c. Posting visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel;

d. Adopting staggered arrival, departure, work, and break times; and

e. (5) adjusting work processes or procedures, such as reducing production speed and providing video conferencing technology, to allow greater distance between employees.

When it is not possible for City employees to maintain a distance of at least six (6) feet, the City requires individuals to be as far apart as possible.

G. FACE COVERINGS

1. Face Covering Requirement

The City provides face coverings to City employees and requires that such face coverings are worn by employees and individuals at City worksites and facilities.

City policy adheres to orders and guidance provided by the CDPH and the local Public Health Department, including as provided at the following web address:

https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx

The City's policy on the use of face coverings ensures that they are worn over the nose and mouth when indoors, when outdoors and less than six (6) feet away from another person, and where required by orders from the CDPH or local Public Health Department.

The City's policy requires that face coverings are clean and undamaged. The City's policy allows for face shields to be used to supplement, and not supplant face coverings.

The City's policy provides for the following exceptions to the face covering requirement:

a. When an employee is alone in a private room such as an individual office. At no time should a common area such as a break room be considered a private room, even if the employee is alone.

b. While actually eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.

c. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: https://www.dir.ca.gov/title8/5144.html).

d. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or

communicating with a hearing-impaired person. Medical documentation is required to meet this exception and alternatives will be explored to ensure a safe workplace for all employees.

e. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed, and the unmasked employee shall be at least six (6) feet away from all other persons unless unmasked employees are tested at least twice weekly for COVID-19.

2. Required Use of Effective Non-Restrictive Alternative for Employees Exempted from Face Covering Requirement

The City's policy requires that City employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it. Alternatives will be explored through an interactive process to ensure a safe workplace for all employees.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The City's policy requires that any employees not wearing a face covering, face shield with a drape, or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the unmasked employees are tested at least twice weekly for COVID-19. However, the City does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

4. Prohibition on Preventing Employees from Wearing Face Covering

The City does not prevent any City employee from wearing a face covering when wearing a face covering is not required by this section, unless not wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment.

5. Communication to Non-Employees Regarding Face Covering Requirement

The City posts signage to inform non-employees that the City requires the use of face coverings at City worksites and facilities.

6. Policies to Reduce COVID-19 Hazards Originating from Persons Not Wearing Face Coverings

The City has developed COVID-19 policies and procedures to minimize employees' exposure to COVID-19 hazards originating from any person not wearing a face covering, including a member of the public.

These policies include requiring that employees and non-employees wear face coverings at City worksites and facilities, that City employees wear face coverings at other times, maintain physical distance from persons not wearing a face covering, and observe proper hand hygiene.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS, AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Installation of Solid Partitions Between Workstations Where Physical Distancing is Not Possible

At fixed work locations where it is not possible to maintain the physical distancing requirement at all times, the employer shall install cleanable solid partitions that effectively reduce aerosol transmission between the employees and other persons.

2. Maximization of Outdoor Air

As provided above at Section IV.B.5., for indoor City worksites and facilities, the City evaluated how to maximize the quantity of outdoor air.

Further, for City worksites and facilities with mechanical or natural ventilation, or both, the City has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency ("EPA") Air Quality Index is greater than 100 for any pollutant or if opening windows or letting in outdoor air by other means would cause a hazard to City employees, for instance from excessive heat or cold.

3. Cleaning and Disinfecting Procedures

Cleaning and disinfecting of the worksite is the responsibility of all City employees. Each department will ensure employees are supplied with adequate cleaning and disinfecting products to properly clean and disinfect the worksite throughout the day, as well as training on how to safely use the products and supplies provided.

The City's cleaning and disinfecting policy requires the following:

a. Identifying and regularly cleaning and disinfecting frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, bathroom surfaces, and steering wheels. The City will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.

b. Prohibiting the sharing of personal protective equipment, and to the extent feasible, items that employees come in regular physical contact with such as phones, headsets, desks, keyboards, writing materials, instruments, and tools. When it is not feasible to prevent sharing,

sharing will be minimized and such items and equipment shall be disinfected between uses by different people. Sharing of vehicles will be minimized to the extent feasible, and high touch points (steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) shall be disinfected between users.

c. Cleaning and disinfection of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period.

Further, the City requires that cleaning and disinfecting must be done in a manner that does not create a hazard to City employees or subcontracted employees.

4. Evaluation of Handwashing Facilities

In order to protect City employees, the City evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The City encourages City employees to wash their hands with soap for at least 20 seconds each time.

The City does not provide hand sanitizers with methyl alcohol.

5. Personal Protective Equipment (PPE)

City policy provides for appropriate PPE to be issued to all employees based on an evaluation of their work site and work tasks. Employees are obligated to utilize said PPE as provided. Should PPE become damaged or unusable, or should disposable PPE stock become low, employees must immediately report the need for new/additional PPE to their supervisor or manager. At the same time, supervisors and managers will routinely check and be aware of necessary PPE stock, and procure stock as needed following City procurement processes and policies.

The City evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the City evaluates the need for respiratory protection when the physical distancing requirements, as provided herein, are not feasible or are not maintained.

In accordance with applicable law, the City will provide and ensure use of respirators in accordance when deemed necessary by Cal/OSHA through the Issuance of Order to Take Special Action.

In accordance with applicable law, the City will provide and ensure use of eye protection and respiratory protection when City employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

I. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

In accordance with applicable law, the City will report information about COVID-19 cases at the workplace to the local Public Health Department. Further, the City will provide any related information requested by the local Public Health Department.

2. Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA

In accordance with applicable law, the City will immediately report to Cal/OSHA any serious COVID-19-related illnesses or deaths of City employees occurring at a City worksite or facility or in connection with any employment. Further, in accordance with applicable law, the City will record any serious work-related COVID-19-related illnesses or deaths.

3. Maintenance of Records Related to the Adoption of the CPP

In accordance with applicable law, the City will maintain records of the steps taken to implement this CPP.

4. Availability of the CPP for Inspection

The City will make this written CPP available to employees and employee organizations at City worksites or facilities. Further, the City will make this written CPP available to Cal/OSHA representatives immediately upon request.

5. Records Related to COVID-19 Cases

The City will keep a record of and track all COVID-19 cases with the following information, at a minimum:

a. Employee's name;

b. Contact information;

c. Occupation;

d. Location where the employee worked;

e. Date of the last day at the workplace; and

f. Date of a positive COVID-19 test.

The City will ensure the confidentiality of employees and comply with the CMIA. Specifically, the City will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. Further, the City will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or as otherwise permitted or required under the law. Information provided to employees and employee organizations regarding notice of possible

exposure will be made with personal identifying information removed. It is recognized that the City may be required to make this information available if required by law.

J. EXCLUSION OF COVID-19 CASES

1. Exclusion of COVID-19 Cases from City Worksites and Facilities

The City will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in Section IV.K.

2. Exclusion of Employees with Close Contact COVID-19 Exposures from City Worksites and Facilities

The City will exclude employees with close contact COVID-19 exposure from the workplace for 10 days after the last known close contact COVID-19 exposure. In order for the employee to return to work after the 10th day of quarantine, the employee must satisfy the following conditions:

a. Be asymptomatic;

b. Wear a face covering at all times;

c. Maintain a distance of at least six (6) feet from others at all times;

d. Self-monitor for COVID-19 symptoms; and

e. If symptoms do appear, immediately isolate, contact the local health department or health care provider, and seek testing.

The above criteria for exclusion based on close contact are based on guidance from the CDPH and CDC. Should updated guidance be issued modifying these requirements, the City will immediately inform employees of such updated guidance and how the revised guidance applies to workplace exclusion based on close contact.

3. Provision of Benefits to City Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure

a. Employees Who Are Able to Telework During Isolation or Quarantine Period

The City may allow employees who are able to telework, and are able and available to work, to telework during the isolation or quarantine period. The City will provide these employees their normal compensation for the work that they perform for the City during the isolation or quarantine period.

b. Employees Who Are Unable to Telework During Isolation or Quarantine Period

The City will require that employees who are unable to telework, but are otherwise able and available to work, to use paid sick leave or other applicable accrued leave in order to receive compensation during the isolation or quarantine period, consistent with leave policies in any applicable Memorandum of Understanding or the City's Personnel Rules and Regulations. The City may provide such employees who are unable to telework, but who do not have any paid leave available, paid administrative leave in order to receive compensation during the isolation or quarantine period.

For all employees who are subject to an isolation or quarantine because of a work-related COVID-19 case or a work-related close contact COVID-19 exposure, the City will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period. The City may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248., if applicable, in determining how to maintain earnings, rights, and benefits, where permitted by law and when not covered by workers' compensation.

The provision of benefits described above does not apply to either: (1) City employees who the City can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) City employees who are unable to work for reasons other than protecting employees and non-employees at City worksites and facilities from possible COVID-19 transmission. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period.

4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, City policy, or collective bargaining agreement that provides City employees with greater protections or benefits.

5. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, the City will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws.

This includes any benefits potentially available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5,

Labor Code sections 3212.86 through 3212.88, the City's own leave policies, and leave guaranteed by contract.

K. RETURN TO WORK CRITERIA

1. Minimum Criteria to Return to Work for Symptomatic COVID-19 Cases

City policy requires that COVID-19 cases with COVID-19 symptoms remain at their home or place of residence and not report to any City worksite or facility until they satisfy each of the following conditions:

a. At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;

b. COVID-19 symptoms have improved; and

c. At least 10 days have passed since COVID-19 symptoms first appeared.

2. Minimum Criteria to Return to Work for Asymptomatic COVID-19 Cases

City policy requires that COVID-19 cases who tested positive but never developed COVID-19 symptoms not report to any City worksite or facility until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.

3. COVID-19 Testing Not Required in Order to Return to Work

In accordance with CDC guidance concerning symptom-based strategies for the discontinuation of isolation, the City does not require employees to submit to a COVID-19 test, or produce a negative COVID-19 test result, in order to return to work.

4. Minimum Criteria to Return to Work for Employees Directed to Self-Quarantine or Isolate by a State or Local Health Official

If employees are subject to an isolation or quarantine order issued by a state or local health official, City policy requires that the employees not report to any City worksite or facility until the period of isolation or quarantine is completed or the order is lifted.

If the order did not specify a definite isolation or quarantine period, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective. The period for quarantine may be reduced to 10 days if all of the criteria found in Section IV.J.2. of this policy are met.

5. Allowance by Cal/OSHA for an Employee to Return to Work

If there are no violations of state or local health officer orders for isolation or quarantine, Cal/OSHA may, upon request, allow employees to return to work on the basis that the removal of employees would create undue risk to a community's health and safety.

In such cases, the City will develop, implement, and maintain effective control measures to prevent transmission in the workplace including providing isolation for the employees at the City worksite or facility and, if isolation is not possible, the use of respiratory protection in the workplace.

L. SPECIAL CONSIDERATIONS REGARDING OUTBREAKS

Either or both of the following two sections will be temporarily implemented as specified under the requirements of Cal/OSHA Sections 3205.1 and 3205.2. These sections will continue to remain in effect until the criteria specified in the respective sections are satisfied.

1. Multiple COVID-19 Infections and COVID-19 Outbreaks

This section of the CPP applies when there are at least three (3) COVID cases in an exposed workplace within a 14-day period, or if the local Public Health Department determines that a City worksite is the location of an outbreak. This section of the CPP will stay in effect until there are no new COVID-19 cases detected at the specific worksite for a 14-day period.

a. COVID-19 Testing

The City will provide COVID-19 testing to all employees in the exposed workplace except for employees who were not present during the period of an outbreak or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during the employees' normal working hours.

COVID-19 testing consists of the following:

- All employees in the exposed workplace will be immediately offered testing and then offered testing again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department, CDPH, or CDC.

- After the first two COVID-19 tests, the City will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in the workplace for a 14-day period.

The City will provide additional testing when deemed necessary by Cal/OSHA.

b. Exclusion of COVID-19 Cases

The City will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with the City's CPP Exclusion of COVID-19 Cases and Return to Work Criteria requirements, and local health officer orders if applicable.

c. Investigation of Workplace COVID-19 Cases

The City will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with **Form C: Investigating and Responding to COVID-19 Cases** found in Section V. of this policy

d. COVID-19 Investigation, Review and Hazard Correction

In addition to the investigation, the City will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls, and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
  - Leave policies and practices and whether employees are discouraged from remaining home when sick.
  - COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.
- Updating the review:
  - Every thirty (30) days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. The City will consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as possible.
  - Respiratory protection.

- Modifications to employee worksite location, work shift hours, and overall work schedule to minimize employee interaction.

e. Notifications to the Local Health Department

Immediately, but no longer than 48 hours after learning of three (3) or more COVID-19 cases at a worksite, the City will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.

In compliance with State law, the City will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. The City will continue to give notice to the local health department of any subsequent COVID-19 cases at the affected worksite.

2. Major COVID-19 Outbreaks

This section of the CPP applies when there are twenty (20) or more COVID-19 cases in an exposed worksite within a 30-day period. This section of the CPP will stay in effect until there are no new COVID-19 cases detected in the affected worksite for a 14-day period.

a. COVID-19 Testing

The will offer COVID-19 testing two (2) times per week, or more frequently if recommended by the local health department, to all employees present at the exposed worksite during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during the employees' normal working hours.

b. Exclusion of COVID-19 Cases

The City will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with the CPP Exclusion of COVID-19 Cases and Return to Work Criteria, and any relevant local health department orders.

c. Investigation of Workplace COVID-19 Illnesses

The City will comply with the requirements of the CPP Investigating and Responding to COVID-19 Cases.

d. COVID-19 Hazard Correction

In addition to the requirements of the CPP Correction of COVID-19 Hazards, the City will take the following actions:

- In buildings or structures with mechanical ventilation, the City will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, the City will use filters with the highest compatible filtering efficiency. The City will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- The City will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- The City will evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

e. Notifications to the Local Health Department

The City will comply with the requirements of the CPP Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the Local Health Department.

V. FORMS

Various forms begin on the following page.

FORM A: IDENTIFICATION OF COVID-19 HAZARDS

This form shall be used to document identification of COVID-19 hazards in the workplace and suggested prevention controls to mitigate identified hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Table Definitions:

Potential Exposure: Describe the interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards

When/How: Describe the place and time of the exposure or how the exposure may occur

Prevention Controls: List possible controls to mitigate the exposure

FORM A: IDENTIFICATION OF COVID-19 HAZARDS

All Person(s) Participating in the Evaluation: _____

Date: _____ **Location/Worksite Evaluated**: _____

Potential Exposure	When/How	Prevention Controls

FORM B: COVID-19 INSPECTIONS

Name of person(s) conducting the inspection: _____

Date: _____Work location evaluated:_____

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering Controls			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative Controls			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
PPE Controls			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
Additional Comments:			

FORM C: COVID-19 CASE INVESTIGATION

This form must be completed in its entirety, however please remember that all personal identifying information of COVID-19 cases or symptoms must be kept confidential unless required to be disclosed by law.

1. Date Investigation Commenced: _____
2. Date Investigation Completed: _____
3. COVID+ Employee Information:
    a. Name: _____
    b. Job Title: _____
    c. Date positive COVID test was administered: _____
    d. Date positive test result was received by the employee: _____
    e. Date positive test result was reported to the employer: _____
    f. Date employee experienced first COVID symptoms: _____
    g. Date and Time employee was last present in the workplace: _____
4. The high-risk exposure period includes the two (2) days immediately preceding the first date of COVID symptoms, or if asymptomatic, the two (2) days immediately preceding the date the positive test was administered.
    a. Work location(s) during high-risk exposure period & highest number of employees who reported to the same location in the last 45 days:
    b. List all interactions the employee recalls with co-workers or contractors during the high-risk exposure period. Include information pertaining to when, where, duration, and exposure controls that were utilized (i.e. mask, social distancing).

5. Based on the information provided in question #4, list employees or contractors who are determined to be a close contact during the high-risk exposure period and must be provided a quarantine notice. Confirm if notice has been provided using Forms E and Form G.

6. Did any workplace conditions contribute to the spread of COVID-19? If yes, explain.

7. What additional controls or measures can be put in place to reduce COVID-19 exposure?

Investigator Name: _____ Job Title: _____

Investigator Signature: _____

FORM D: COVID-19 TRAINING RECORD

Date: _____ Trainer: _____

Describe the training provided and attach any training handouts: _____

Employee Name	Signature

FORM E: NOTICE OF POTENTIAL WORKPLACE EXPOSURE TO VIRUS THAT CAUSES COVID-19

[DATE]

[EMPLOYEE NAME]
[EMPLOYEE JOB TITLE]
[EMPLOYEE DIVISION/DEPARTMENT]

The City of Madera (City) has determined that sometime during the period of [INSERT APPLICABLE DATES], you and an individual with COVID-19 were both present at a City worksite/facility. This notice serves to inform you that you may have been exposed to the virus that causes COVID-19 as a result of your presence at the [NAME AND ADDRESS OF WORKSITE/FACILITY] on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual's activities at the worksite/facility, and whether the individual had any close contact interactions[1] with individuals during the high risk exposure period. If we determine that you may have had close contact exposure, we will provide you additional instructions regarding quarantine requirements to supplement the instructions provided herein.

Direction Not to Return to Work Under Certain Circumstances

As part of the City's obligation to maintain a healthy and safe working environment under Cal-OSHA, the City is directing you to remain at your home or place of residence and not report to work if any of the following apply to you:

1. You have tested positive for COVID-19;
2. You are currently presenting one or more symptoms associated with COVID-19 as identified by the Centers for Disease Control and Prevention ("CDC") (See full list of symptoms that the CDC associates with COVID-19 here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html); or
3. You are aware that you have had close contact exposure to someone with a laboratory confirmed case of COVID-19.

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[1] Close contact exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the "infectious period" of the having disease. The "infectious period" begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The "infectious period" concludes when the CDC guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html)

If any of the above currently apply to you, please remain at your home or place of residence and do not report to work. Furthermore, please provide notice to the City as soon as possible if you are unable to report to work because of one of the above enumerated circumstances. If the nature of your job permits you to telework, you should discuss the possibility of doing so with your supervisor or manager.

If you are unable to report to work for one of the reasons identified above, you may be eligible and qualified to receive statutory or agency-provided leave and benefits during your time away from work. Your ability to telework may affect eligibility for such leaves and benefits. Please find attached a notice providing information about some of the leaves that may be available depending on your particular circumstance. Eligibility for the leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. If you would like more information on potentially applicable leaves or benefits, please contact the City's Department of Human Resources at (559) 661-5400, option 8.

The City of Madera's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.

Discrimination and Retaliation Protections While on Leave

The City will not discriminate or retaliate against City employees who qualify for any leaves and/or benefits, nor against any employee for disclosing the results of a positive COVID-19 test or diagnosis or any order to the employee to quarantine or isolate for reasons related to COVID-19.

COVID-19 Related Leave & Benefits that May be Available to You

Existing Paid Leave Options

- **Use:** Depending on the employee's applicable Memorandum of Understanding (MOU) and the Personnel Rules, regular sick leave, vacation, administrative leave, banked holiday, floating holiday, or compensatory time off (CTO) may be used in order to remain in a paid status while under quarantine and/or while COVID-19 positive.
- **Eligibility:** Must have the applicable time available in leave banks and be eligible to use per the applicable MOU or Personnel Rule.
- **How to Use:** Follow normal timesheet procedures for requesting paid leave.

Expanded Reasons for Using Sick Leave

In addition to any reasons an employee may use sick leave as defined in the Personnel Rules and Regulations or applicable MOU, employees may use sick leave to:

- Care for children who are not necessarily sick, but who require parental supervision due to school or childcare cancellation.
- Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- The employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

Sick Leave Borrow Program

- **Use**: When an employee has COVID-19; to care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation; care for an immediate family member who is sick with COVID-19; or the employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- **Eligibility**: Full time employees that have insufficient time accrued to cover their need for leave related to COVID-19.
- **Limit:** Up to 40 hours.
- **Repayment:** Employees shall repay the borrowed hours through either future accruals or unpaid furlough days spread over up to 5 months' time.
- **How to Apply**: Employee completes the Agreement for Repayment of Borrowed Sick Leave Time form and returns it to HR.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

COVID Administrative Leave

- **Use:** When an employee is able and available to work, but the City requests they not report to their scheduled shift.
- **Eligibility:** COVID Administrative Leave must be approved by the Department Director.

Emergency Vacation Leave Cash-Out

- **Eligibility**: Employees that are able to maintain 120 hours of vacation time after cash out.
- **Limit**: Employees may cash out up to 40 hours of vacation one time during the local emergency.
- **How to Apply**: Employee completes the Request for COVID-19 Emergency Leave Cash Out form and returns it to HR.
- Other terms and conditions may apply, reference COVID-19 Emergency Policy No. 1 or contact HR.
- Please note, this benefit does not keep an employee in a paid status; it is an option to assist with unexpected expenses related to COVID situations.

Workers' Compensation

- **Eligibility:** When COVID-19 is contracted in the performance of work duties (does not apply when an employee is working from home). An investigation will be conducted to determine where COVID-19 was likely contracted.
- **Limits:** Temporary Total Disability (TTD) or 4850 benefits (if eligible) are paid if the employee is actually experiencing a COVID-19 related-illness. Positive test result is required.
- **How to File:** Complete DWC-1 and return to supervisor.

The City of MADERA

All other terms and conditions of personnel policies and MOU provisions shall remain in effect.
Contact HR with questions at x8704 from a City phone, or (559) 661-5400, option 8.

FORM F: WORKPLACE EXPOSURE NOTICE TO EMPLOYEE ORGANIZATIONS/REPRESENTATIVES

To:
From: **City of Madera (City)**
Date:
Re: **CONFIDENTIAL: NOTICE OF REPRESENTED EMPLOYEE'S POTENTIAL WORKPLACE EXPOSURE TO VIRUS THAT CAUSES COVID-19**

The City is hereby notifying you that employees represented by **[Insert Name of Employee Organization]** may have been exposed to the virus that causes COVID-19. On **[Insert Date],** employees represented by **[Insert Name of Employee Organization]** and an individual with COVID-19 were present at a City worksite/facility. This notice serves to inform you that City employees represented by your **[Union/Association]** may have been exposed to the virus that causes COVID-19 as a result of their presence at the **[name of worksite/facility]** on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual's activities at the worksite/facility, and whether the individual had any close contact interactions[1] with individuals at the worksite/facility. If we determine that represented employees may have had "close contact" exposure, we will provide those represented employees with additional instructions to supplement the instructions provided herein.

Currently Known COVID-19 Positive Employee(s)/Individual(s)
Based on information provided to date by the COVID-19 positive employee or individual, the City is able to share the following information regarding the potential exposure:

Department/Division:
Location of Worksite Affected:
Date of first Symptom:
Date Positive Test was Administered:
Last Date at the Work Site:

As a result of the potential exposure(s) described above, the City is also providing notice to each of the represented employees who were at the same City worksite/facility as the COVID-19 positive individual(s).

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[1]*Close contact exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the "infectious period" of the having disease. The "infectious period" begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The "infectious period" concludes when the CDC guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html)*

The City became aware of the COVID-19 positive individual's status on [DATE]. The City is providing this notice as quickly as possible to comply with California Labor Code Requirements. For this reason, the investigation may not yet be complete, and the City may still be determining whether the COVID-19 positive individual(s) had "close contact," as defined by the Centers for Disease Control and Prevention ("CDC"), with represented employees or any other City employee.

The City's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.

Employees May Be Eligible for Leave or Related Benefits

Employees may be eligible for statutory or agency-provided leave or benefits under federal and state law should they present symptoms associated with COVID-19 or contract COVID-19. Eligibility for the aforementioned leaves and/or benefits is governed by applicable statutes for such leaves and/or benefits, as well as the City's policies regarding such leaves and/or benefits. The City has provided the attached notice providing information about some of the leaves that may be available depending on an employee's particular circumstance.

If employees represented by your Association are not qualified to receive compensation under any of the leaves or benefits described in the attached, but wish to be paid during any time that they may be required to be away from the workplace, they may need to use paid sick leave or another paid leave that they have earned or accrued and for which they possess a sufficient balance.

Discrimination and Retaliation Protections While on Leave

Federal and/or state law prohibits the City from discriminating or retaliating against City employees who qualify for any of the aforementioned leaves and/or benefits. Furthermore, the City will not retaliate against any employee for disclosing the results of a positive COVID-19 test or diagnosis, or any order to the employee to quarantine or isolate for reasons related to COVID-19.

COVID-19 Related Leave & Benefits that May be Available to You

Existing Paid Leave Options

- **Use:** Depending on the employee's applicable Memorandum of Understanding (MOU) and the Personnel Rules, regular sick leave, vacation, administrative leave, banked holiday, floating holiday, or compensatory time off (CTO) may be used in order to remain in a paid status while under quarantine and/or while COVID-19 positive.
- **Eligibility:** Must have the applicable time available in leave banks and be eligible to use per the applicable MOU or Personnel Rule.
- **How to Use:** Follow normal timesheet procedures for requesting paid leave.

Expanded Reasons for Using Sick Leave

In addition to any reasons an employee may use sick leave as defined in the Personnel Rules and Regulations or applicable MOU, employees may use sick leave to:

- Care for children who are not necessarily sick, but who require parental supervision due to school or childcare cancellation.
- Care for an immediate family member who is sick with COVID-19. Immediate family member is as defined in existing policy.
- The employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

Sick Leave Borrow Program

- **Use**: When an employee has COVID-19; to care for children who are not necessarily sick, but who require parental supervision due to school or child care cancellation; care for an immediate family member who is sick with COVID-19; or the employee or immediate family member is ordered to isolate or quarantine by Public Health Officials or a treating physician.
- **Eligibility**: Full time employees that have insufficient time accrued to cover their need for leave related to COVID-19.
- **Limit:** Up to 40 hours.
- **Repayment:** Employees shall repay the borrowed hours through either future accruals or unpaid furlough days spread over up to 5 months' time.
- **How to Apply**: Employee completes the Agreement for Repayment of Borrowed Sick Leave Time form and returns it to HR.
- Other terms and conditions apply, reference COVID-19 Emergency Policy No. 1 or contact HR.

COVID Administrative Leave

- **Use:** When an employee is able and available to work, but the City requests they not report to their scheduled shift.
- **Eligibility:** COVID Administrative Leave must be approved by the Department Director.

Emergency Vacation Leave Cash-Out

- **Eligibility**: Employees that are able to maintain 120 hours of vacation time after cash out.
- **Limit**: Employees may cash out up to 40 hours of vacation one time during the local emergency.
- **How to Apply**: Employee completes the Request for COVID-19 Emergency Leave Cash Out form and returns it to HR.
- Other terms and conditions may apply, reference COVID-19 Emergency Policy No. 1 or contact HR.
- Please note, this benefit does not keep an employee in a paid status; it is an option to assist with unexpected expenses related to COVID situations.

Workers' Compensation

- **Eligibility:** When COVID-19 is contracted in the performance of work duties (does not apply when an employee is working from home). An investigation will be conducted to determine where COVID-19 was likely contracted.
- **Limits:** Temporary Total Disability (TTD) or 4850 benefits (if eligible) are paid if the employee is actually experiencing a COVID-19 related-illness. Positive test result is required.
- **How to File:** Complete DWC-1 and return to supervisor.

The City of MADERA

All other terms and conditions of personnel policies and MOU provisions shall remain in effect.
Contact HR with questions at x8704 from a City phone, or (559) 661-5400, option 8.

FORM G: WORKPLACE EXPOSURE NOTICE TO EMPLOYER OF SUBCONTRACTED EMPLOYEES

To:
From: **City of Madera (City)**
Date:
Re: **NOTICE OF EMPLOYEE'S POTENTIAL WORKPLACE EXPOSURE TO VIRUS THAT CAUSES COVID-19 - LABOR CODE SECTION 6409.6**

Under Labor Code section 6409.6, the City has an obligation to notify you that your employees may have been exposed to the virus that causes COVID-19. On **[Insert Date],** your employees and an individual with COVID-19 were present at a City worksite/facility. This notice serves to inform you that your employees may have been exposed to the virus that causes COVID-19 as a result of their presence at the **[name & address of worksite/facility]** on that date.

At this time, the City is working to determine the nature and circumstances of the COVID-19 positive individual's activities at the worksite/facility, and whether the individual had any close contact interactions[1] with individuals at the worksite/facility. If we determine that your employees may have had "close contact" exposure, the City will notify you so that you may direct your employees to self-isolate or quarantine pursuant to applicable public health guidance from the CDC, CDPH, and/or local public health orders. In support of the City's efforts, you are asked to investigate and determine if any employees were or may have been present at the identified City worksite/facility on the identified date(s) for purposes of evaluating whether any of your employees had close contact with a qualifying individual.

Direction Not to Return to Work Under Certain Circumstances

As part of the City's obligation to maintain a healthy and safe working environment under Cal-OSHA, the City is directing your employees not report to any City premises for work if any of the following are applicable:

1. They have tested positive for COVID-19;
2. They are currently presenting one or more symptoms associated with COVID-19 as identified by the Centers for Disease Control and Prevention ("CDC") (See full list of symptoms that the CDC associates with COVID-19 here: (https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html)); or

[1] *"Close contact" exposure means: (1) contact within 6 feet; (2) for a cumulative total of 15 or more minutes over a 24-hour period; (3) with someone who has a laboratory confirmed case and is in the "infectious period" of the having disease. The "infectious period" begins the two (2) days before either: (1) the individual first presented symptoms associated with COVID-19, for symptomatic individuals; or (2) the test that resulted in the positive diagnosis, for asymptomatic individuals. The "infectious period" concludes when the Centers for Disease Control and Preventions ("CDC") guidance provides for the discontinuation of the isolation period (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html)*

3. They are aware that they have had close contact exposure to someone with a laboratory confirmed case of COVID-19. (See CDC guidance on discontinuing home isolation for persons with COVID-19 not in healthcare settings here: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html)

If any of the above currently apply to your employees, please direct them to remain at their home or place of residence and not report to work. Furthermore, please provide notice to the City as soon as possible if your employees are unable to report to work because of one of the above enumerated circumstances.

The City's Plan for Cleaning and Disinfecting the Workplace

As the City continues to investigate the specific locations where the COVID-19 positive individual was present, the City will begin to implement a cleaning and disinfection plan adopted pursuant to guidance from the CDC.

As part of this plan, the City will undertake the following measures in order to ensure that the workplace is healthy and safe for City employees:

- Closing off all areas used by the COVID-19 positive individual during the high risk exposure period;
- Waiting 24 hours before cleaning or disinfecting affected areas to protect those performing cleaning and disinfecting;
- Opening outside doors and windows where applicable to increase air circulation in the areas used by the COVID-19 positive individual;
- Cleaning and disinfecting all areas used by the COVID-19 positive individual, such as offices, bathrooms, and common areas, with disinfectants approved by the CDC and the Environmental Protection Agency ("EPA").

The City will also continue to enforce its COVID-19 screening protocols in compliance with health department orders to satisfy its duty to provide a healthy and safe work environment for employees.

CITY OF MADERA Administrative Policy	Policy No. 45
	Date Adopted: 12/20/2000
	Date(s) Revised: 4/6/2011, 8/5/2020, 2/17/2021

Subject: Injury and Illness Prevention Program

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SECTION 1 Management Statement

1-1 Management Statement

The City of Madera is firmly committed to providing a safe and healthful working environment. To achieve this goal the City of Madera has developed a comprehensive Injury and Illness Prevention Program (IIPP). The goal of this program is to eliminate the frequency and severity of employee accidents and comply with the laws and regulations that are set forth in Title 8, California Code of Regulations General Industry Safety Orders section 3203. The program has been designed to help eliminate physical hazards from the work environment and train employees in safe work practices.

Accident prevention is an integral part of any successful organization. We recognize that accidents not only cause physical and mental pain to employees, but are also costly in terms of dollars and lost production. Providing hazard free work environments while ensuring the health and safety of our City employees is the primary purpose of this program. Efficient accident prevention can be directly related to decreased costs for the City.

The City's policy is aimed at minimizing the exposure of our employees, customers and other visitors to our facilities to health or safety risks. In order to accomplish this goal all City employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees of the City in this regard include:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries
- Immediate reporting to supervisors for all injuries regardless of severity
- Immediate reporting of unsafe conditions, equipment, or practices to supervisors and observing conscientiously all safety rules and regulations at all times

Although the ultimate responsibility for the safety program lies with the Department Heads and Supervisors, the program cannot succeed without the cooperation of all City employees. Everyone must be one hundred percent safety conscious in everything he or she does while on the job. We are confident that with a sincere and concentrated effort from everyone, our safety goals can be achieved.

SECTION 2 Designation of Responsibility

2-1 Designation of Responsibility

Madera City Council will provide support and resources necessary to accomplish the goals and objectives of the Program.

Director of Human Resources has been assigned the responsibility and authority to manage the Injury and Illness Prevention Program (IIPP) for the City. We realize the ultimate responsibility for safety and health in the workplace still rests with the following:

Department Heads have the ongoing responsibility to ensure departmental implementation of the IIPP and to ensure the health and safety of all employees. This is accomplished by effectively communicating with employees regarding the City's emphasis on health and safety, analyzing work procedures for high hazard identification and correction, ensuring regular workplace inspections, providing health and safety training, and encouraging prompt employee reporting of health and safety concerns without fear of reprisal.

Supervisors and Lead Workers have the most direct and influential control over an employee's behavior and observation of safety rules. Therefore, supervisors and lead workers are responsible for implementing and maintaining the IIPP Program in their divisions and for answering employee questions concerning the Program.

All City Employees are responsible for the timely reporting of safety hazards in the workplace. Employees are also responsible for following safe work practices as well as the safe work practices specific to their jobs.

2-2 Safety Committee

To ensure a safe and healthful working environment, the City has established a Safety Committee comprised of staff employees who serve on a voluntary basis. The Committee is responsible for fulfilling a variety of tasks such as reviewing workplace accidents and incidents and making recommendations to eliminate their recurrence and reviewing safety suggestions made by employees. The Committee shall work with Management to ensure that personnel privacy is maintained.

Specifically, **the Safety Committee** will:

- Review the results of periodic, scheduled workplace inspections to identify any needed safety procedures or programs and to track specific corrective actions
- Review supervisors' investigations of accidents and injuries to ensure that all causes have been identified and corrected
- Where appropriate, submit suggestions to management for the prevention of future incidents
- Review alleged hazardous conditions brought to the attention of any committee member, request management to address the alleged conditions, and recommend necessary corrective actions and correction deadlines
- When determined necessary by the Committee, the Committee may conduct its own investigation of accidents and/or alleged hazards to assist in establishing corrective actions
- Submit recommendations to assist management in the evaluation of employee safety suggestions

The City's Safety Committee has the ongoing responsibility to maintain and recommend changes to the IIPP, to assess departmental compliance with applicable regulations and City policies, to evaluate reports of unsafe conditions and to recommend any necessary corrective actions. The Safety Committee meets on a monthly basis, documents meeting discussions using IIPP Form 8 *(Safety Committee Meeting Minutes)*, and includes representatives from:

- Human Resources
- IT
- Fleet
- Public Works
- Finance
- Grants
- City Clerk
- Administration
- Police Department
- Parks & Community Services
- Engineering
- Planning
- Building

The Safety Committee members are assigned by their respective department head.

SECTION 3 Statement of Compliance

3-1 Statement on Compliance

The City is committed to providing employees with a safe and healthful place to work. A Code of Safe Practices (Section 3-2) has been developed for the purpose of expressly outlining those practices which will help prevent workplace accidents. Each rule set forth in the Code of Safe Practices is applicable to each employee of the City without exception. All employees of the City are responsible for performing their duties in a manner consistent with these practices. Employees who violate these rules or knowingly permit violations may be subject to corrective action appropriate to the circumstances up to and including termination.

3-2 Code of Safe Work Practices

These basic safety rules apply to all employees. In addition to department or work site specific safety rules and regulations, each employee is responsible for following these safe practice rules and reporting all unsafe conditions or practices.

a. All work related injuries or illnesses are to be immediately reported to the supervisor regardless of the need for medical attention.

b. Read and follow all warning signs, tags and instructions. Check labels and follow instructions carefully. When appropriate refer to the material safety data sheet. Do not deface or destroy labels and/or instructions on signs, equipment, or containers.

c. Maintain a safe and hazard free work environment which will ensure the safety of all employees and the general public. Lead workers, supervisors and management staff shall require all employees to observe and obey safety rules, regulations and take such action as necessary to ensure compliance.

d. Tools, equipment, and machinery are to be operated only if appropriate guards are in place and functioning. All movement must cease before guards are removed for maintenance or repair. When not in use tools and equipment are to be properly stored.

e. Exits, aisles, stairways and emergency equipment must be kept clear of obstructions.

f. Horseplay, scuffling and other similar acts that tend to have an adverse influence on the safety and well being of employees and the public are prohibited.

g. Work assignments and tasks are to be planned, arranged and conducted in a manner to minimize and prevent possible injuries, especially when handling materials or working with equipment.

h. No one shall knowingly be permitted or required to work while their ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.

i. When lifting heavy objects, the large muscles of the legs are to be used, as bending at the waist and using the smaller muscles of the back can lead to injury. Employees are to seek and obtain assistance when the object is too heavy or of unusual shape or size for any one person to lift safely.

j. Appropriate attire and personal protective equipment is to be worn and maintained in good condition at all times so as to help prevent and minimize harm or injury.

k. Observe the rules of the road when driving. Remember to drive courteously and defensively.

l. No use of wireless telephone devices while driving unless the device is specifically designed and configured to allow hands-free listening and talking, and is used in that manner while driving, unless operated due to a public safety emergency consistent with the California Vehicle Code.

m. Materials, tools and other objects shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.

n. Entry into a confined space will only be made when it has been determined that it is safe to enter and the employee(s) has received training on Confined Space. All Confined Space entry must comply with the applicable department's Confined Space Policy.

o. The City's system for ensuring that all employees comply with the Code of Safe Work Practices includes one or more of the following:

    1. Informing City employees of the provisions of our IIPP
    2. Providing training to employees on safe work practices
    3. Disciplining employees who fail to comply with safe and healthful work practices

p. Any employee who has caused an accident because of gross negligence, carelessness or horseplay will be subject to corrective action, up to and including termination.

q. Any employee who is discovered to be in possession of or under the influence of alcohol or illegal narcotics (drugs) will be immediately dealt with in accordance with applicable City policies.

r. Any unauthorized violation of or deviation from the City's safety rules and regulations may result in corrective action appropriate to the circumstances up to and including termination.

SECTION 4 Statement on Safety Training

4-1 Statement on Safety Training

Employee safety training is provided at no cost to the employee and is conducted during the employee's normal working hours. Safety training will be presented by a knowledgeable supervisor, a representative of the Safety Committee or an outside consultant. Regardless of the instructor, all safety training will be documented using the *"Safety Training Attendance Sheet" (IIPP Form 3)* or an equivalent record that includes all the information required on *IIPP Form 3.*

Each department will maintain and adhere to a safety training calendar/program applicable to their department's risk exposure.

4-2 Initial Safety & Health Training

All department personnel will be trained on the structure of the IIPP, including individual responsibilities under the program and the availability of the written program. All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training will also be provided on how to report unsafe conditions, how to access the Safety Committee and where to obtain information on workplace safety and health issues.

Training and instructions are to be provided as follows:

- When the IIPP is first established
- To all new employees, including temporary employees
- To all employees who are given new job assignments or transfer to another department for which training has not previously been provided
- Whenever new processes, procedures, substances or equipment are introduced to the workplace
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors on how to thoroughly investigate and complete an employee accident report
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment
- When necessity dictates the reinforcement of material or training introduced/conducted previously and when there are changes in the law that affect the IIPP or require the City to implement new safety rules or procedures.

Individual training sessions will be documented using *IIPP Form 1, "Employee Safety Orientation",* or the equivalent.

4-3 Workplace Safety and Health Practices

General workplace safety and health practices that are to be included in training include but are not limited to the following:

- Implementation and maintenance of the IIPP
- Emergency Evacuation Plan
- Provisions for medical services and first aid, including emergency procedures
- Prevention of musculoskeletal disorders, including proper lifting techniques and proper workstation set-up
- Proper housekeeping such as keeping stairways and aisles clear, work areas neat and orderly and promptly cleaning up spills
- Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety
- Proper storage to prevent stacking of material in an unstable manner as well as to prevent storage of material against doors, exits, fire extinguishing equipment and electrical panels
- Proper reporting of hazards and accidents to supervisors
- Hazard communication, including employee awareness of potential chemical hazards such as those found in solvents, cleaning aids, toner cartridges and liquid paper

4-4 Training on Specific Hazards

Supervisors are required to be trained on the hazards to which employees under their immediate control may be exposed. This training aids a supervisor in understanding and enforcing proper protective measures.

All supervisors are responsible for ensuring that the personnel they supervise receive appropriate training on the specific hazards of work they perform and the proper precautions for protection against those hazards. Training is particularly important for new employees and whenever a new hazard is introduced into the workplace. Such hazards may include new equipment, hazardous materials, or procedures. Safety training is also required when employees are given new job assignments on which they have not previously been trained and whenever a supervisor is made aware of a new or previously unrecognized hazard. This training will be documented and facilitated using *IIPP Form 2, "Job Safe Practice Orientation".*

Specific topics to be reviewed between supervisors and department employees include but are not limited to the following:

- Fire prevention and fire extinguisher use
- Obtaining emergency medical assistance and first aid
- Disaster preparedness and response, including building evacuation procedures
- Health and safety measures for computer users
- Back care, body mechanics, proper lifting techniques and proper housekeeping

4-5 Safety Videos

Videos are available on a wide range of topics, including hazard communication, ergonomic issues and various physical hazards. If videos are used as a way of providing safety related training they may only be used to **supplement**, not replace, face-to-face safety instructions, so that trainees have an opportunity to ask questions of a knowledgeable instructor.

SECTION 5 System for Identifying Unsafe Conditions and Practices

5-1 System for Identifying Unsafe Conditions and Practices

The methods used to identify unsafe conditions and practices will include several different techniques including at least one of the following: self-inspection checklists, review of accident statistics and information developed by outside consultants.

The City uses the following method for identifying hazards:

Periodic Safety Inspections *(IIPP Form 6)*

Regular periodic workplace safety inspections shall be conducted throughout the City to identify and evaluate hazards. These inspections shall be performed by a member of the Safety Committee or by a knowledgeable manager, supervisor or lead worker. The condition of the equipment, facilities and records will be documented and corrective action shall be taken to eliminate any unsafe condition.

Periodic inspections are performed according to the following schedule:

- When the City initially establishes or makes changes to the IIPP
- When new processes, procedures, substances, or equipment which present potential new hazards are introduced into the workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur and whenever workplace conditions warrant an inspection

Inspection frequency will depend on the type of inspection to be completed and the department in which the inspection is to be performed. Comprehensive inclusive inspections will be conducted on a bi-annual basis unless otherwise determined the frequency should be shorter by the Safety Officer. Various other inspections will be conducted throughout the year by a member of the Safety Committee, or other qualified personnel in order to follow up on reported accidents and injuries.

SECTION 6 Correcting Unsafe or Unhealthy Conditions

6-1 Correcting Unsafe or Unhealthy Conditions

Hazards discovered either as a result of a scheduled periodic inspection or during normal operations must be corrected by the supervisor in control of the work area or by cooperation between the department in control of the work area and the supervisor of the employees working in that area. Supervisors of affected employees are expected to correct unsafe conditions as quickly as possible after discovery of a hazard based on the severity of the hazard.

Unsafe working conditions, practices, or procedures shall be corrected in a timely manner. Specific procedures that can be used to correct hazards include, but are not limited to the following:

- Tagging unsafe equipment **"Do Not Use"** and providing a list of alternatives for employees to use until the item is repaired. It is also encouraged to utilize "Lock Out/Tag Out" procedures for this purpose.
- Stopping unsafe work practices and providing retraining on proper procedures before work resumes.
- Clearing aisles and walkways of boxes or other obstructions that are blocking access through a particular area.

If an imminent hazard exists, work in the area should cease and the appropriate supervisor should be contacted immediately. If the hazard cannot be immediately corrected without endangering employees or property, all personnel need to be removed from the area except those qualified and necessary to correct the condition. These qualified individuals will be equipped with necessary safeguards before addressing the situation.

6-2 Documentation of Hazard Correction

Supervisors and/or a member of the Safety Committee should use the "Management/Safety Committee Investigation..." form *(IIPP FORM 5)* to document corrective actions, including projected and actual completion dates. If necessary, supervisors and/or employees can seek assistance in developing appropriate corrective actions by submitting an "Employee Report of Unsafe Condition" *(IIPP FORM 4)* to the Safety Committee. If the Safety Committee requires assistance from other resources, the Safety Officer will assist the committee.

SECTION 7 Injury Reporting

7-1 Injury Reporting

All accidents shall be reported immediately, but no later than the end of the injured employee's shift and BEFORE the injured employee leaves the premises. This rule will be strictly enforced. Failure to comply may result in disciplinary action up to and including termination. **If emergency medical care is needed, call 911.**

Employees who are injured at work must report the injury immediately to their supervisor. If the supervisor is not available, report it to another supervisor or notify the Human Resources Department. The supervisor/injured worker will immediately call the Company Nurse injury hotline. Company Nurse gathers information over the phone and helps injured worker access appropriate medical treatment.

The supervisor/manager of the injured employee is responsible for working with the HR/Safety Officer of the City to ensure the "***Employer's Report of Occupational Injury or Illness***" and a "***Worker's Compensation Claim Form (DWC-1)***" are completed properly and submitted to the Human Resources Department promptly. These forms are located on the city's shared drive in the "Injury Forms" folder.

If the injured employee saw a physician the supervisor should obtain a Work Status Report from the physician before allowing the employee to return to work. The health care provider may stipulate work tasks that must be avoided or work conditions that must be altered and/or modified before the employee resumes his or her full duties. Any and all modified work must be assigned in accordance with Administrative Policy #52, Modified Duty/Return to Work Policy.

The injured employee's immediate supervisor is responsible for performing an initial investigation to determine and correct the cause(s) of the incident. An investigating supervisor is expected to submit a thorough report with attachments as appropriate. Examples of attachments include photographs and/or diagrams indicating measurements and witness statements. This investigation should be completed within 24 hours of the occurrence. Specific procedures to be used to investigate workplace accidents and hazardous substance exposures include:

- Interviewing injured personnel and witnesses
- Examining the injured employee's work area for causative factors
- Reviewing established procedures to ensure they are adequate and were followed
- Reviewing training records of affected employees
- Determining all contributing causes to the accident (i.e., equipment, material, people)
- Taking corrective actions to prevent the accident/exposure from re-occurring and recording all findings and actions taken
- Ensuring all hazardous spills are cleaned up
- Ensuring employees are wearing the appropriate PPE

7-2 Documentation of Investigation

The supervisor's findings and corrective actions should be documented and presented to the Safety Committee using the "*Supervisor's Investigation Report*" *(IIPP FORM 7)*.

The purpose of the investigation is to identify the cause of the illness or injury and prevent similar incidents from occurring in the future. It is imperative that the investigator focus on the causes and hazards that led to the incident. As a result of the objective fact finding process the investigating supervisor shall develop an analysis of what happened, the cause and how it could have been prevented. Upon conclusion of the investigation the supervisor shall make recommendations for preventing similar incidents.

The investigating supervisor will immediately correct the unsafe condition that created the situation. If an imminent hazard exists, work in the area should cease and the appropriate supervisor should be contacted immediately. If the hazard cannot be corrected without endangering employees, the public or property, the supervisor has the authority to remove all personnel from the area except those trained and equipped to correct the adverse condition(s).

Observed, discovered and/or reported unsafe or unhealthy working conditions, practices and/or procedures will be investigated in the same fashion and appropriate remedial action will be taken to mitigate or correct the unsafe situation. If the supervisor is unable to determine the cause(s) and appropriate corrective action, assistance from the Safety Officer should be sought.

Investigation reports shall be filed with the Human Resources Department within twenty-four hours of the illness or injury. Reports filed in a timely manner will be more credible when and if disputes arise and will also assist the City in meeting reporting timelines established by law.

A member of the Safety Committee or the Safety Officer will review each accident or injury report immediately after it's received to ensure that the investigation was thorough and that all corrective actions are completed. The Safety Committee will review all accident/injury reports during their meetings. Investigations and/or corrective actions that are found to be incomplete will be routed back to the supervisor for further follow-up with specific recommendations noted by the committee. The Safety Committee will bring corrective actions that are not implemented in a reasonable period of time to the attention of the Human Resources Department and/or Safety Officer.

SECTION 8 Communication Resources

8-1 Communication Resources

Supervisors/Managers are responsible for communicating safety and health issues with all of their employees. All employees are encouraged to communicate safety concerns to their supervisor without fear of reprisal.

The Safety Committee is another resource for communication regarding health and safety issues for City employees. In addition, employees will be informed about safety matters through one or more of the following ways:

- e-mail
- voice-mail
- departmental or HR orientation, including a discussion of safety and health policies and procedures
- posting or distribution of written safety information
- training programs

Supervisors are responsible for ensuring that employees are supplied access to hazard information pertinent to their work assignments. Information concerning the health and safety hazards of tasks performed by department staff is available from a number of sources. These sources include, but are not limited to:

- equipment operating manuals
- container labels and work area postings
- internet
- MSDS

8-2 Equipment Operating Manuals

All equipment is to be operated in accordance with the manufacturer's instructions as specified in the equipment's operating manual. Copies of operating manuals will be kept in the department or with each piece of equipment in the department. Employees who are unfamiliar with the operation of a piece of equipment and its potential hazards must at least read the operating manual before using the equipment. Training should also be sought from an experienced operator or supervisor.

SECTION 9 Document Retention

9-1 Document Retention

Documents related to the City-Wide IIPP are maintained in the City's Human Resources Department.

The following documents related to the IIPP should be retained by the department:

- Records of scheduled and periodic workplace inspections, including the persons conducting the inspection, any identified unsafe conditions or work practices, and corrective actions recommended and taken (*IIPP FORMS 5, 6*).
- Employee safety training records, including the names of all attendees and instructors, the training date, and material covered (*IIPP FORMS 1, 2, 3*).

Other documents related to the IIPP that will be kept on file include:

- Reports of Unsafe Conditions or Hazards *(IIPP FORM 4)*
- Safety Committee Meeting Documentation *(IIPP FORM 8)*
- Supervisor's Investigation Report *(IIPP FORM 7)*

SECTION 10 General Rules and Regulations

10-1 General Rules and Regulations

These health and safety rules are for the protection of all City of Madera employees. Read them carefully and if you do not understand something ensure you get clarification from your supervisor.

- Smoking is prohibited in all departments and buildings. Smoking is not allowed within 20 feet of the main entrance to any facility or in any piece of city equipment.
- Alcohol and drugs (controlled substances) are not allowed at the worksite. **DO NOT** come to work under the influence of alcohol, controlled substances, prescription medications which alter your ability to safely perform work, or recreational marijuana, or use them at work. Failure to comply with this rule can result in immediate discharge.
- Report every accident. If you become ill or injure yourself at work report it immediately to your supervisor.
- Unless you are an electrician do not tamper with electrical circuits or switches.
- Horseplay, throwing objects and/or fighting at work will not be tolerated.
- **DO NOT** attempt to lift or push objects that may be too heavy for you. Ask for help when needed or use appropriate carts, dollies, etc.
- Keep your workstation clean, neat and free of clutter. Keep the floors clean and wipe up any and all spills immediately.
- Make safety a part of your job everyday. Report all unsafe conditions or hazards to your supervisor immediately.
- Falls are the most common office injury. Pay close attention to slip, trip and fall hazards.
- Keep cords and wires clear of walkways.
- When using stairs hold on to the handrails.
- When it is necessary to access high shelves, use a ladder or step stool. **DO NOT** use chairs or boxes to stand on.
- Before using a ladder check to see that safety feet are free from defects. Have another employee hold the bottom of the ladder if there is danger of slipping.
- **DO NOT** overload electrical circuits.
- All City employees need to be familiar with emergency procedures and rules for evacuation. To report all life threatening emergencies, call 911 immediately.
- **DO NOT** attempt to operate or make repairs to office equipment unless you have been trained to do so.

- Report any frayed or damaged electrical cords.

- Use chemicals cautiously and be sure to read the MSDS and labels. Hazardous chemicals that may be found in our workplace include cleaning fluids, photocopier inks, toner cartridges and liquid paper.

- An MSDS must be available for every chemical used in each department.

10-2 Occupational Safety and Health Administration (OSHA)

Upon arrival or notification by an OSHA Inspector, the following protocols must be followed:

- Ask for an identification badge in order to verify that the person is an OSHA Inspector
- Immediately contact the HR Department for assistance and guidance; preferably have the OSHA Inspector call HR directly to coordinate any inspections with the applicable department
- Take the inspector to an office and/or conference room until HR arrives
- Do not discuss the reason for the visit with the inspector until HR arrives, unless otherwise directed to do so after consulting with HR
- Document and record everything the inspector does
- Immediately upon written notification from OSHA, contact and fax all related documents to HR for assistance

FORM 1 INJURY AND ILLNESS PREVENTION PROGRAM
EMPLOYEE SAFETY ORIENTATION

Employees Name:_____ **Date:**_____

Department:_____ **Division:**_____

The following items should be discussed during orientation with a supervisor/manager: *(Check Off (✓) each item discussed.)*

- ❑ Company safety policies and programs *(Employee was given a copy of the Injury and Illness Prevention Program as well as the Departmental IIPP. Content was discussed by the supervisor or safety representative and the emloyee was required to read, understand and sign it.)*
- ❑ Location of Safety Posters *(OSHA poster), Company Nurse Flyer and Employee Protection Line*
- ❑ Safety rules both general and specific to job assignment
- ❑ Safety rule enforcement policy
- ❑ Where, when and how to report injuries
- ❑ Where, when and how to report unsafe conditions
- ❑ Review of fire and emergency evacuation plan
- ❑ Location and use of fire extinguishers
- ❑ Location of all exits and stairways *(caution when using stairs: use handrails)*
- ❑ Requirements for safe work clothing and footwear
- ❑ Importance of housekeeping *(clean up spills immediately, etc.)*
- ❑ Location of first aid kit/supplies
- ❑ Special job hazards *(hazardous equipment or chemicals such as liquid paper, toner cartridges, etc.)*
- ❑ Location of MSDS
- ❑ Proper lifting procedures *(include demonstration)*
- ❑ Employee is certified in the following: *(Please indicate if employee is certified in first aid, CPR and include expiration date.)*

Employee Signature:_____ Date:_____

Supervisor Signature:_____ Date:_____

FORM 2 INJURY AND ILLNESS PREVENTION PROGRAM
JOB SAFE PRACTICE ORIENTATION

Employee Name:_____

Job Title: _____ Department:_____

- ❑ New Hire
- ❑ Transfer/Change

Date: Supervisor Name:

SECTION I - FACILITY DISCUSSION *(Please check-off {✓} all items reviewed)*

- ❑ Location of Safety Bulletin Boards/Posters
- ❑ Location of all exits, stairs
- ❑ Location and proper use of all fire extinguishing equipment
- ❑ Location and use of alarms *(how and when to activate)*
- ❑ Location of first aid supplies
- ❑ Emergency evacuation procedures
- ❑ Proper storage of supplies *(i.e., use foot stools or ladders for hard to reach areas; **DO NOT** use chairs or boxes for hard to reach areas)*

Date completed: Supervisor's signature:

SECTION II - TOOLS, MACHINES, AND EQUIPMENT
In addition to a thorough discussion of safety rules, regulations and practices, supervisors are required to conduct "hands on" demonstration(s) on the safe use of ALL tools, machines and equipment to be used by City employees.

TOOL, MACHINE, OR EQUIPMENT NAME	DATE	SUPERVISOR'S INITIALS
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Date completed:_____

Supervisor's signature:_____

I have received demonstration(s) on the safe use of the tools, machines and equipment listed above and I am aware that the use of guards and safety devices are MANDATORY. I understand that I may be subject to corrective action if I attempt to operate any tool, machine, or equipment that is locked-out, tagged-out, being repaired or is otherwise designated as "out-of-service".

Employee's signature: _____ Date: _____

FORM 3 INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY TRAINING ATTENDANCE SHEET

TRAINING TOPIC: _____

TRAINING PRESENTED BY: _____ **DATE:** _____

SPECIFIC ITEMS DISCUSSED:

_____

_____

_____

_____

_____

THOSE IN ATTENDANCE

	NAME *(print)*	DEPARTMENT/DIVISION	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attach any worksheets that were used or discussion outlines

FORM 4 INJURY AND ILLNESS PREVENTION PROGRAM
EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD

Name: ***(optional)*** _____

Department: _____

Job Title: ***(OPTIONAL)*** _____

1. Date and time the condition or hazard was observed:_____

2. Description of unsafe condition or hazard:

_____
_____
_____
_____
_____
_____

3. Location of unsafe condition or hazard:

_____
_____
_____

4. What changes would you recommend to correct the condition or hazard?

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Employee signature: *(optional)* _____ Date: _____

Submit to Supervisor or Human Resources

FORM 5 **INJURY AND ILLNESS PREVENTION PROGRAM**
MANAGEMENT/SAFETY COMMITTEE INVESTIGATION OF
EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD

1. Name of person investigating unsafe condition or hazard:_____

2. Documented Observations:

3. Results of investigation? Attach additional sheets if necessary:

4. Recommended Action(s) to be taken to correct hazard or unsafe condition:

Signature of Investigating Party: _____ Date: _____

FORM 5 **INJURY AND ILLNESS PREVENTION PROGRAM**
MANAGEMENT/SAFETY COMMITTEE INVESTIGATION OF
EMPLOYEE REPORT OF UNSAFE CONDITION OR HAZARD

Attach photos, diagrams, and any other relevant material to demonstrate depth of the investigation

FORM 6 **INJURY AND ILLNESS PREVENTION PROGRAM SAFETY INSPECTION REPORT**

Location: *(Department/Division)* _____

Date of inspection: _____

Inspection conducted by: _____

Purpose of Safety Inspections: To identify and abate hazardous conditions and unsafe practices.

Procedure: The individual conducting the inspection should answer all questions listed and provide detailed comments on all problem or potential problem areas. The completed checklist is to be submitted to the Safety Committee Member of that department for follow-up and maintained by the department and available to the Safety Officer upon request.

POSTING REQUIREMENTS:

QUESTION	YES	NO	COMMENTS
➢ Are updated OSHA notices posted on employee bulletin boards?	❑	❑	_____ _____ _____
➢ Are emergency telephone numbers posted for police, fire and ambulance?	❑	❑	_____ _____ _____

FORM 6 **INJURY AND ILLNESS PREVENTION PROGRAM**
SAFETY INSPECTION REPORT

SAFETY:

QUESTION	YES	NO	COMMENTS
➢ Are there an adequate number of exits provided?	❑	❑	
➢ Are all exits properly marked?	❑	❑	
➢ Are exits free from obstructions?	❑	❑	
➢ Are the aisles and work areas kept clean and free of tripping hazards?	❑	❑	
➢ Is the width of the aisle at least 28 inches?	❑	❑	

FORM 6 **INJURY AND ILLNESS PREVENTION PROGRAM**
SAFETY INSPECTION REPORT

ELECTRICAL:

QUESTION	YES	NO	COMMENTS
➢ Are extension cords and plugs properly grounded?	❑	❑	
➢ Is the use of extension cords limited?	❑	❑	
➢ Of the extension cords being used are the overall conditions of the cords satisfactory?	❑	❑	

FIRE PROTECTION *(IF APPLICABLE)*:

QUESTION	YES	NO	COMMENTS
➢ Are all flammable chemicals properly stored in an approved flammable storage cabinet?	❑	❑	
➢ Are there an adequate amount of fire extinguishers available?	❑	❑	
➢ Are fire extinguishers inspected annually?	❑	❑	
➢ Are "No Smoking" signs posted and enforced?	❑	❑	
➢ Are all employees instructed in the proper use of fire fighting equipment?	❑	❑	

STAIRS:

QUESTION	YES	NO	COMMENTS
➢ Is the lighting adequate?	❑	❑	
➢ Are the handrails secured?	❑	❑	

FLOORS:

QUESTION	YES	NO	COMMENTS
➢ Are all walking and working surfaces kept clear?	❑	❑	
➢ Are all holes and/or damage to carpets repaired or covered?	❑	❑	

LADDERS AND STEP STOOLS:

QUESTION	YES	NO	COMMENTS
➢ Is the proper type available for use?	❑	❑	
➢ Are the ladders and/or step stools used in good condition?	❑	❑	
➢ Are ladders and/or step stools used instead of chairs, boxes, etc.?	❑	❑	

FIRST AID:

QUESTION	YES	NO	COMMENTS
➢ Are all first aid kits fully stocked and readily available to all	❑	❑	

employees?

EMERGENCY EVACUATION PLAN

QUESTION	YES	NO	COMMENTS
➢ Is their a written Emergency Evacuation Plan?	❑	❑	
➢ Is the plan communicated to all employees?	❑	❑	
➢ Are the Emergency Evacuation Maps posted within the department?	❑	❑	

General Remarks or Observations:

FORM 7 INJURY AND ILLNESS PREVENTION PROGRAM
SUPERVISOR'S INVESTIGATION REPORT

DEPARTMENT NAME: _____

LOCATION/ADDRESS *(where injury occurred):* _____

NAME OF INJURED EMPLOYEE: _____

JOB TITLE OF INJURED EMPLOYEE: _____

DATE OF INJURY: _____ TIME OF INJURY: _____ a.m./p.m.
(circle one)

DID INJURED EMPLOYEE RETURN TO WORK? ❑ YES ❑ NO

DATE EMPLOYEE RETURNED TO WORK: _____

NATURE OF INJURY *(scratch, cut, bruise, etc.):*

_____

PART OF THE BODY INJURED *(left ring finger, right ankle, etc.)*:

_____

WHERE AND HOW DID THE ACCIDENT HAPPEN? *(please be specific)*

_____

_____

_____

_____

_____

_____

_____

INJURY LOCATION DIAGRAM:

FORM 7 INJURY AND ILLNESS PREVENTION PROGRAM
SUPERVISOR'S INVESTIGATION REPORT

WAS EMPLOYEE PERFORMING IN THE LINE OF DUTY? ❑ YES ❑ NO

WHAT PERSONAL PROTECTIVE EQUIPMENT (PPE) WAS EMPLOYEE WEARING AT THE TIME OF THE ACCIDENT? _____

_____

SPECIFY MACHINE TOOL, OBJECT, OR SUBSTANCE CONNECTED WITH ACCIDENT *(if none specify none)::* _____

MEASURES RECOMMENDED TO PREVENT A SIMILAR ACCIDENT:

_____

_____

_____

_____

_____

_____

_____

SUPERVISOR'S NAME AND TITLE *(please print)*: _____

SUPERVISOR'S SIGNATURE:: _____ DATE: _____

PLEASE RETURN COMPLETED FORM TO HUMAN RESOURCES DEPARTMENT

FORM 8 INJURY AND ILLNESS PREVENTION PROGRAM
SAFETY COMMITTEE MEETING MINUTES

Date: _____ Time: _____

Meeting Location: _____

Those in attendance:

Print Name	Signature

Topics Discussed: (Include Previous Recommendations Not Acted Upon - list and indicate why not, what to do now, etc.; Losses Since Last Report - list and indicate corrective action necessary; Other Items Discussed - based on inspections, recommendations, etc.; Summary of New Recommendations – indicate what is to be done, etc.; Future Plans - list items to be studied, reports to be made for next meeting, etc.)

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-5

SUBJECT:

Acceptance of Improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04)

RECOMMENDATION:

Adopt a Resolution:

1) Accepting the Improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04).
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements.
3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements.

SUMMARY:

The Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04) is a multi-phased residential development located southwest of Cleveland Avenue and Westberry Boulevard. The City Council (Council) approved the Final Map on November 20, 2019.

The Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans associated with the Subdivision, which was approved by Council on November 20, 2019. The Subdivider has paid all required fees and submitted a Warranty Bond. It is recommended that the Council accept the improvements for the Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04).

DISCUSSION:

The Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans.

All required public improvements for this subdivision have been completed except for the construction of interior sidewalks. In accordance with the Subdivision Agreement installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house. This is common practice for new residential subdivisions to avoid damaging sidewalk as houses are being constructed.

FINANCIAL IMPACT:

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from Subdivider to City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of the improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04) is not directly addressed in the vision or action plans. However, the requested action could address the following specific task in the action plan:

Action 126: Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets – Current landscape design standards have been adhered to which aid in the establishment of Well-Planned Neighborhoods and Housing.

ALTERNATIVES:

Should Council not accept the completed improvements, the City will not provide regular maintenance including street sweeping, pavement maintenance, streetlight maintenance, etc.

ATTACHMENTS:

1. Resolution
   Exhibit A – Notice of Acceptance

Attachment 1

Resolution

RESOLUTION NO. 20-___

A RESOLUTION ACCEPTING IMPROVEMENTS FOR MELANIE MEADOWS PHASE II & III SUBDIVISION (TRACT NO. 19-S-04), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

WHEREAS, the Subdivider, K. Hovnanian at Melanie Meadows, LLC, a California Limited Liability Company, has requested final acceptance of the improvements for the Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04); and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04) have been completed.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The improvements for the Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04) are accepted.

3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Notice of Acceptance

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

NOTICE OF ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on February 17, 2021, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the Melanie Meadows Phase II & III Subdivision (Tract No. 19-S-04).

Dated: _____

By: _____
Alicia Gonzales
City Clerk

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: February 17, 2021

Agenda Number: B-6

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane

RECOMMENDATION:

1. Adopt a Resolution Approving the Contract Award for the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project"), in the Amount of $200,339 to Witbro, Inc. dba Seal Rite Paving & Grading

2. Adopt a Resolution Approving Funding Amendment Appropriating $170,000 to the City of Madera Fiscal Year (FY) 2020/21 Capital Projects Budget for the Construction of the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project")

SUMMARY:

On February 4, 2021, the City received five bids for the Project. Witbro, Inc. dba Seal Rite Paving & Grading (Seal Rite) submitted the lowest responsive and responsible bid that meets the contract requirements. Funds for the Project are programmed in the Capital Improvement Program (CIP) Budget Fiscal Year (FY) 2020/21.

Additional funds in the amount of $170,000 will be needed to proceed with construction of project if awarded.

DISCUSSION:

The Project will provide curb ramp improvements and a new pedestrian hybrid beacon including appurtenant equipment, electrical system, pedestrian facilities, concrete improvements, and

minor asphalt concrete paving for the intersection of Stadium Road and Gary Lane. A map of said improvements is provided in attachment 3.

The "Advertisement for Bids" for the project was duly noticed in the Madera Tribune Newspaper on December 30, 2020 and January 6, 2021. The bid documents (plans and specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On February 4, 2021, the City received five responses. All bids were checked for accuracy against bidding requirements of the bid documents and for validity of licenses and bid security. The bids received are listed in Table 1.

Table 1: *Bid Overview*

Bidder	*Bid*
1. Witbro, Inc. dba Seal Rite Paving & Grading	$200,339.00
2. Avison Construction, Inc.	$226,004.00
3. American Paving Co.	$231,877.00
4. Power Design Electric, Inc.	$243,995.90
5. St. Francis Electric, LLC	$277,000.00
Engineer's Opinion of Cost	*$249,000.00*

Seal Rite submitted the lowest, responsive and responsible bid that meets the contract requirements. Furthermore, to ensure there are opportunities for participation by Disadvantages Business Enterprises (DBEs) there was a 10 percent contract goal of participation in the bidding process. As a requirement of the federal funds, the successful bidder is required to meet the goal or demonstrate that they made a good faith effort to meet that goal. Seal Rite committed to a goal of 11.5 percent participation by multiple DBE subcontractors, Madera Concrete and MS Lee Enterprise.

The project budget and funding are outlined in Table 2.

Table 2: *Project Budget*	
Projected Costs	
Construction Contract – pending approval	$200,339
Contingencies (15% of Contract Amount)	$30,000
Construction Engineering, Inspection and Testing	$30,000
Design & Construction Support Consultant Fees - Pending	$34,075
PG&E Point of Service Design Fees	$1,500
Environmental, Staff Time	$20,000
Total Costs	**$315,914**
Funds Programmed in FY 20/21 CIP Budget	
CDBG (Account No: 10218020-7030)	$140,000
Local Transportation Funds (LTF) (Account No: 42005330-7050)	$14,550
RSTP Exchange (Account 41315320 – Pending approval Project Budget Amendment)	$170,000
Total Budget	**$324,550**

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds for the project are programmed in the in the 2020/21 Fiscal Year Capital Projects Budget as outlined in Table 2.

Exhibit A to the Resolution appropriates $170,000 for the cost of construction of the Project from the unprogrammed funds in the unprogrammed RSTP Exchange Account Number 41315320.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6 - Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

The alternative to awarding the project is to reject all bids. Rebidding the project could result in higher bids. Failure to proceed with the project is a timely manner could jeopardize future awards of CDBG funds.

ATTACHMENTS:

1. Contract Award Resolution
    a. Exhibit 1
2. Budget Amendment Resolution
    a. Exhibit A
3. Location Map

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 21- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CITY PROJECT NO. TS-29, CDBG NO. B18MC060053 ("PROJECT"), IN THE AMOUNT OF $200,339 TO WITBRO, INC. DBA SEAL RITE PAVING & GRADING AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

WHEREAS, on December 30, 2020 and January 6, 2021 the City of Madera (City) Engineering Department advertised a solicitation for bids for Construction of Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053, hereinafter referred to as "the Project";and

WHEREAS, five sealed bids were received on February 4, 2021, and opened by the City Engineer; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year 2020/21.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The City Council (Council) has reviewed and considered all of the information presented at its regular meeting of February 17, 2021, including the report to the Council from the Engineering Department.

3. The City finds that Witbro, Inc. dba Seal Rite Paving & Grading is the lowest responsible and responsive bidder.

4. The contract for the Project in the Amount of $200,339 to Witbro, Inc. dba Seal Rite Grading & Paving, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.

6. This Resolution is effective immediately upon adoption.

****

EXHIBIT 1

Contract Agreement

AGREEMENT

THIS AGREEMENT, made this 17th day of February 2021, between the City of Madera, hereinafter called "**OWNER",** and Witbro, Inc. dba Seal Rite Paving & Grading, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. TS-29"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $200,339.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
Agreement Attachment A; General Decision Number CA20210018
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. TS-29**" **dated December 2021** including
Addendum No. 1, dated 01/26/2021
Addendum No. 2, dated 01/28/2021

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Five Hundred ($500.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 et. seq.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard

to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not

present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment

of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 52-54** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Witbro, Inc. dba Seal Rite Paving & Grading**. may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Witbro, Inc. dba Seal Rite Paving & Grading** shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized in writing by the City representative to wind up the work performed to date of termination.

B. City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. An illegal use of funds by **Witbro, Inc. dba Seal Rite Paving & Grading**;

2. A failure by **Witbro, Inc. dba Seal Rite Paving & Grading** to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **Witbro, Inc. dba Seal Rite Paving & Grading** to City.

In no event shall any payment by City or acceptance by **Witbro, Inc. dba Seal Rite Paving & Grading** constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. City shall have the right to demand of **Witbro, Inc. dba Seal Rite Paving & Grading** the repayment to City of any funds disbursed to **Witbro, Inc. dba Seal Rite Paving & Grading** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
428 E. Yosemite Avenue
Madera, CA 93638

Notice of Termination shall be mailed to the Contractor:

Witbro, Inc. dba Seal Rite Paving & Grading
4237 W. Swift Avenue
Fresno, CA 93722

All notices and communications from **Witbro, Inc. dba Seal Rite Paving & Grading** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance with Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

23. Governing Law- The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Witbro, Inc. dba Seal Rite Paving & Grading** hereby covenants and represents: (i)

that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Witbro, Inc. dba Seal Rite Paving & Grading** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28.Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Witbro, Inc. dba Seal Rite Paving & Grading** in connection to the Project and correctly sets forth the obligations of the City and **Witbro, Inc. dba Seal Rite Paving & Grading** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Witbro, Inc. dba Seal Rite Paving & Grading** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and

- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Santos Garcia, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

Witbro, Inc. dba Seal Rite Paving & Grading
Herein Called CONTRACTOR

BY: _____

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

Attachment A) General Wage Decision No. CA20210018 01/22/2021

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

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

State of California)

County of _____)

On _____,2021 before me, _____
(insert name and title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

"General Decision Number: CA20210018 01/22/2021

Superseded General Decision Number: CA20200018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 28.20	9.27
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 71.16	23.39
Area 2	$ 54.26	23.39

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 43.28	37.91
Area 2	$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes

	Rates	Fringes
MARBLE FINISHER	$ 36.53	17.08

BRCA0003-003 08/01/2020

	Rates	Fringes
MARBLE MASON	$ 51.30	28.47

BRCA0003-005 05/01/2020

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 43.68	22.19
(7) San Francisco, San Mateo	$ 47.65	26.77
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 49.42	22.70
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 45.88	25.02

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER	$ 37.58	17.33
TERRAZZO WORKER/SETTER	$ 48.53	26.84

BRCA0003-011 04/01/2019

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 29.94	16.38
Area 2	$ 25.60	14.30
Area 3	$ 26.58	15.65
Tile Layer		
Area 1	$ 49.90	19.16
Area 2	$ 42.67	16.81
Area 3	$ 40.27	18.58

CARP0022-001 07/01/2020

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 51.90	34.02
Diver standby	$ 58.09	34.02
Diver Tender	$ 57.09	34.02
Diver wet	$ 101.42	34.02
Manifold Operator (mixed gas)	$ 62.09	34.02
Manifold Operator (Standby)	$ 57.09	34.02

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver	$ 51.90	34.02

CARP0035-007 07/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 27.46	22.14
Installer II	$ 22.18	20.42
Lead Installer	$ 30.91	22.64
Master Installer	$ 35.13	22.64
Area 2		
Installer I	$ 24.81	22.14
Installer II	$ 20.01	20.42
Lead Installer	$ 27.78	22.64
Master Installer	$ 31.41	22.64
Area 3		
Installer I	$ 23.86	22.14
Installer II	$ 19.24	20.42
Lead Installer	$ 26.66	22.64
Master Installer	$ 30.08	22.64

CARP0035-008 08/01/2019

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 50.50	30.64
Area 2	$ 44.62	30.64
Area 3	$ 41.02	29.15
Area 4	$ 43.77	30.64
Drywall Stocker/Scrapper		

Area 1	$ 25.25	17.86
Area 2	$ 22.31	17.86
Area 3	$ 20.51	16.88
Area 4	$ 21.89	17.86

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2020

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0405-001 07/01/2020

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0405-002 07/01/2020

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0505-001 07/01/2020

Santa Cruz County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0605-001 07/01/2020

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0701-001 07/01/2020

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0713-001 07/01/2020

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		

Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP1109-001 07/01/2020

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

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* ELEC0006-004 12/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 46.00	3%+21.65
Technician	$ 52.90	3%+21.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	3%+35.96

ELEC0100-002 09/01/2020

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 40.00	24.85

ELEC0100-005 12/01/2019

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 35.25	20.86
Technician	$ 40.54	21.02

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and

Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/28/2020

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 53.41	27.95
Zone B	$ 58.75	28.11

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2020

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 45.50	22.52
Technician	$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when

performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 60.48	26.06
ELECTRICIAN	$ 53.76	25.86

ELEC0302-003 12/01/2020

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 42.11	22.52
Technician	$ 44.83	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2020

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 82.25	40.66
ELECTRICIAN	$ 71.52	40.34

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2019

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 42.93	21.08
Technician	$ 49.37	21.28

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2020

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 69.00	3%+38.52
ELECTRICIAN	$ 60.00	3%+38.52

ELEC0595-002 06/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 48.00	7.75%+25.33
ELECTRICIAN		
(1) Tunnel work	$ 42.00	7.75%+25.33
(2) All other work	$ 40.00	7.75%+25.33

ELEC0595-006 12/01/2020

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 45.50	3%+21.15
Technician	$ 52.33	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 36.83	3%+21.15

Technician	$ 42.35	3%+21.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2020

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 66.00	39.77

ELEC0617-003 12/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 45.50	22.52
Technician	$ 52.33	22.72

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 41.00	3%+24.58

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 35.25	20.86
Technician	$ 40.54	21.02

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2020

	Rates	Fringes
LINE CONSTRUCTION		

(1) Lineman; Cable splicer..	$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	$ 47.24	19.59
(3) Groundman.....	$ 36.12	19.19
(4) Powderman.....	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 72.10	35.825+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	$ 51.42	31.15
GROUP 2.....	$ 49.89	31.15
GROUP 3.....	$ 48.41	31.15
GROUP 4.....	$ 47.03	31.15
GROUP 5.....	$ 45.76	31.15
GROUP 6.....	$ 44.44	31.15
GROUP 7.....	$ 43.30	31.15
GROUP 8.....	$ 42.16	31.15
GROUP 8-A.....	$ 39.95	31.15
OPERATOR: Power Equipment (Cranes and Attachments -		

AREA 1:)

GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		
Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work

- AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1	$ 47.52	31.15
GROUP 1-A	$ 49.99	31.15
GROUP 2	$ 46.26	31.15
GROUP 3	$ 44.93	31.15
GROUP 4	$ 43.79	31.15
GROUP 5	$ 42.65	31.15
UNDERGROUND:		
GROUP 1	$ 47.42	31.15
GROUP 1-A	$ 49.89	31.15
GROUP 2	$ 46.16	31.15
GROUP 3	$ 44.83	31.15
GROUP 4	$ 43.69	31.15
GROUP 5	$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing

and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING;		

HYDRAULIC SUCTION DREDGING:)

AREA 1:		
(1) Leverman.....	$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 40.50	34.35
AREA 2:		
(1) Leverman.....	$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

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SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
  with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 07/01/2020

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA & SAN FRANCISCO COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 34.58	24.81

Ornamental, Reinforcing and Structural	$ 42.50	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 07/01/2020

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 06/29/2020

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 25.05	12.00
LABORER (Lead Removal)		
Area A	$ 33.07	25.30
Area B	$ 32.07	25.30

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2020

SAN JOAQUIN COUNTY

	Rates	Fringes

LABORER
Mason Tender-Brick.....$ 32.84 23.71

LABO0073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20

GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 20.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

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GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 30.54	23.65
Area B	$ 29.54	23.65
Traffic Control Person I		
Area A	$ 30.84	23.65
Area B	$ 29.84	23.65
Traffic Control Person II		
Area A	$ 28.34	23.65
Area B	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2020

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.84	23.71

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 30.40	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31

GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		

Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 34.70	21.22

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 32.84	23.71

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		

GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20

(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and

similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN

JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 31.02	22.52

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of

type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on

slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g	$ 30.99	23.20
GROUP 2	$ 30.64	23.20
GROUP 3	$ 30.54	23.20
GROUP 4	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who

handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction

track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 37.14	22.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 29.84	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31

GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos

and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 06/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 51.51	27.39
AREA 2	$ 47.38	25.99

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 33.68	20.24

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 46.29	24.03

PAIN0169-001 06/01/2020

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 40.00	26.76

PAIN0169-005 07/01/2020

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 52.17	30.55

PAIN0294-004 06/01/2020

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes

PAINTER

Brush, Roller	$ 30.18	20.21
Drywall Finisher/Taper	$ 40.10	25.00

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 06/01/2020

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 33.30	21.42

PAIN0767-001 07/01/2020

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 38.48	16.88
GROUP 2	$ 32.71	16.88
GROUP 3	$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 06/01/2020

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 39.61	22.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0038-001 07/01/2020

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 75.30	46.27

PLUM0038-005 07/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes

Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 63.04	31.48

PLUM0062-001 01/01/2021

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 45.50	37.05

PLUM0159-001 07/01/2019

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	$ 56.93	41.04
(2) All other work.....	$ 57.82	41.04

PLUM0246-001 01/01/2021

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	$ 43.40	35.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	$ 13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition

of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2020

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 67.75	42.50
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 67.75	42.50

PLUM0355-004 07/01/2020

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 29.90	16.30

PLUM0393-001 07/01/2020

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 66.66	44.83

PLUM0442-001 07/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 45.50	31.89

PLUM0467-001 07/01/2020

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 70.00	37.86

ROOF0027-002 01/01/2021

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 32.01	14.61

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2020

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 44.38	19.69

ROOF0081-001 08/01/2019

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 40.10	18.88

ROOF0081-004 08/01/2020

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 39.73	19.11

ROOF0095-002 08/01/2020

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 46.54	20.69
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 48.54	20.69

SFCA0483-001 07/29/2019

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA

COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 65.52	32.67

SFCA0669-011 01/01/2021

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 38.95	26.15

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2020

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-005 07/01/2020

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 40.38	43.47

SHEE0104-007 07/01/2020

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	$ 42.53	39.64

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	$ 44.45	35.55

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	$ 31.68	27.86
GROUP 2.....	$ 31.98	27.86
GROUP 3.....	$ 32.28	27.86
GROUP 4.....	$ 32.63	27.86
GROUP 5.....	$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys;

Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

ATTACHMENT 2

Budget Amendment Resolution

RESOLUTION NO. 21- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPORIATING $170,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2020/21 CAPITAL PROJECTS BUDGET FOR THE CONSTRUCTION OF THE PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CITY PROJECT NO. TS-29, CDBG NO. B18MC060053 ("PROJECT")

WHEREAS, a project comprising of the construction of Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053, hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2020/21 Budget for Capital Projects; and

WHEREAS, additional funds are necessary for the construction phase of the Project in the FY 20/21 Capital Projects Budget; and

WHEREAS, funds are available in the unprogrammed fund balance of the RSTP exchange account No. 41315320.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.

2. The FY 2020/21 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is incorporated by reference herein.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.

4. This resolution is effective immediately.

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EXHIBIT A

CITY OF MADERA

Resolution 21 -

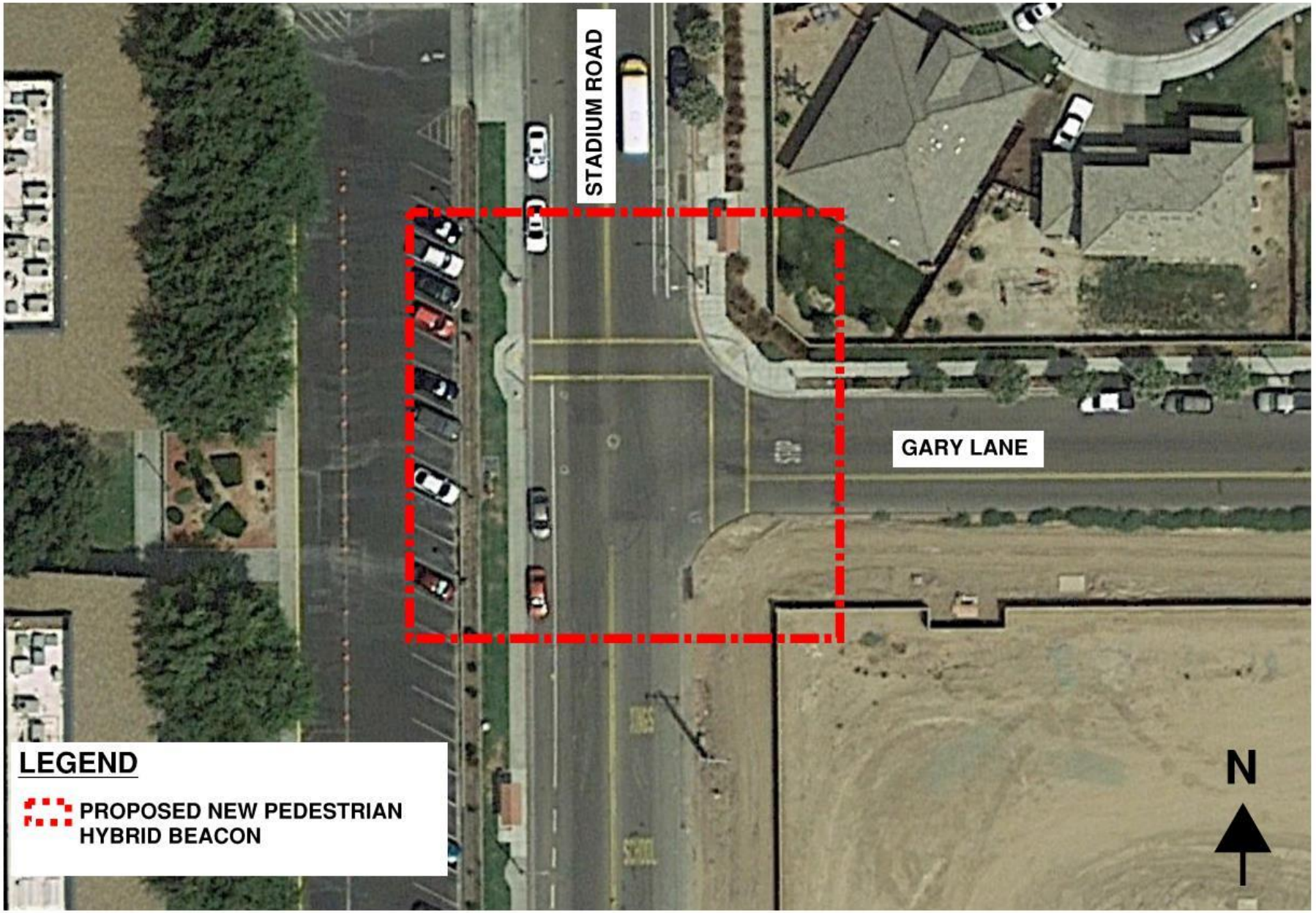
Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	INCREASE (+)	DECREASE (-)
RSTP Exchange					
41315320	7050	TS-000029	Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane	$170,000	
				$170,000	

ATTACHMENT 3

Location Map

LOCATION MAP



RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: February 17, 2021

Agenda Number: B-7

for KH

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Acceptance of Phase 1, Asbestos and Building Demolition, portion of the Olive Avenue Widening and Reconstruction between Gateway Drive to Knox Street Project

RECOMMENDATION:

Adopt a Minute Order Approving the Acceptance of Olive Avenue Widening and Reconstruction - Gateway Dr. between Knox St. Phase 1, Asbestos Removal and Building Demolition City Project No. R-000010, Recording of Notice of Completion, and Release of Retention 35 days after Recording Notice of Completion

SUMMARY:

At its January 15, 2020 meeting, Council awarded a contract to CVE Contracting Group, Inc. dba Central Valley Environmental for the Project in the amount of $70,500. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a “Notice of Completion” recorded. The work in general provided for removal and disposal of asbestos containing materials from 2 buildings and demolition of 4 buildings, including foundations and basements. A map of building locations is provided in Attachment 2.

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by Council and a “Notice of Completion” recorded.

A Change Order was processed. The change order was due to unforeseen Vinyl Floor Tile containing asbestos in the amount of $3000.00.

The final progress payment, less the retention amount of five percent, has been processed. See Table 1 for a summary of contract costs.

Table 1: *Project Summary*		
Original Contract Amount	*Total Change Orders*	*Total Contract Cost*
$70,500	$3,000	$73,500

The total cost of the Change Order increased the cost of the project approximately 4.26 percent. The construction project was completed within the contract time and available budget. The final acceptance was delayed due to COVID-19's impact on PG&E crews' availability to remove gas services to the site.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund.

Funding for the project is programmed in CIP Budget FY 2019/20 Regional Surface Transportation Program for Olive Avenue Widening and Reconstruction - Gateway Drive to Knox Street Phase 1, Asbestos Removal & Building Demolition City Project No. R-000010.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6: Ensure infrastructure can sustain population growth in the development of the General Plan.

Strategy 121 - Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

1. Notice of Completion
2. Location Map

ATTACHMENT 1

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

_____ Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Madera**.
3. The full address of the undersigned is **205 W. 4th Street, Madera, CA 93637**.
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase" or "lessee".)
5. The full name and full addresses of all persons, if any, who hold title with the undersigned as joint tenant or as tenants in common are:

Name	Address
N/A	**N/A**

6. A work of improvement on the property hereinafter described was completed on **02/17/2021**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)

   CVE Contracting Group, Inc. dba Central Valley Environmental
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	**N/A**

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:

   Olive Avenue Widening and Reconstruction - Gateway Dr. to Knox St. Phase 1 Asbestos Remove & Building Demolition City Project No. R-000010
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

Keith Brent Helmuth, being duly sworn says: He is the City Engineer of the City of Madera, the corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; that he has read said notice and knows the contents thereof, and that the facts herein stated are true.

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

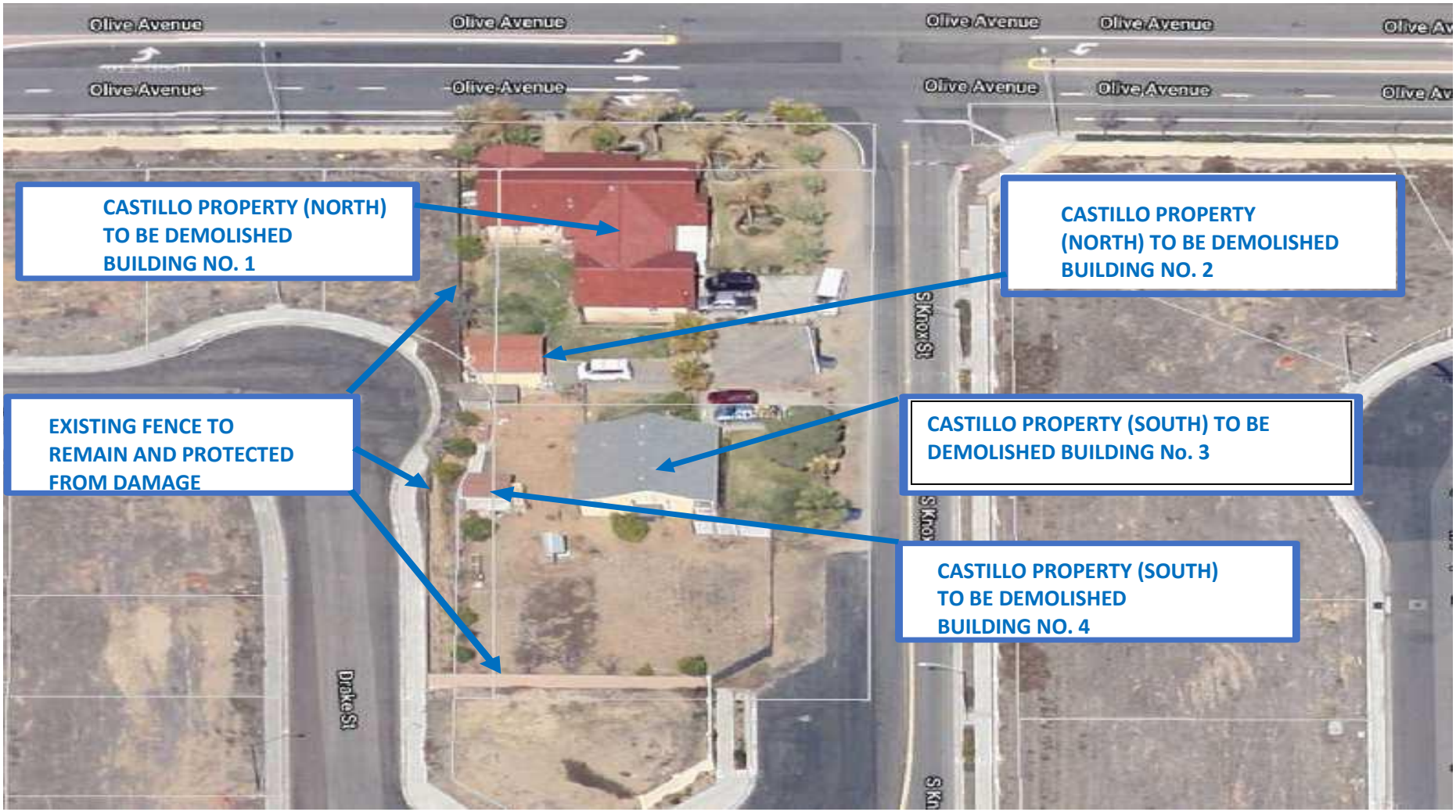
_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 2

Location Map

LOCATION MAP
BUILDINGS SCHEDULED FOR DEMOLITION

PROJECT: **OLIVE AVE. WIDENING & RECONSTRUCTION, GATEWAY DR TO KNOX ST, PHASE -1, ASBESTOS REMOVAL AND BUILDING DEMOLITION**



CASTILLO PROPERTY (NORTH, 1 & 2)

MADERA, CA 93638

CASTILLO PROPERTY (SOUTH, 3 & 4) 1280 E. OLIVE AVENUE
62 S. KNOX STREET
MADERA, CA 93638

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-8

SUBJECT:

Iveywood I Subdivision (Tract No. 19-S-03)

RECOMMENDATION:

Adopt a Resolution:

1) Approving the Final Map for the Iveywood I Subdivision.
2) Approving Improvement Agreement (Agreement) for the Construction of Improvements for the Iveywood I Subdivision (Tract No. 19-S-03).
3) Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Iveywood I Subdivision (Tract No. 19-S-03).
4) Accepting the Dedication of Land for Public Use.

SUMMARY:

On April 9, 2019, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2019-02 for the Iveywood I Subdivision ("Project"). The Subdivider, Joseph Crown Construction and Development, a California Corporation is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for Iveywood I Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recordation of the Final Map. Bonds and insurance requirements will be provided prior to recordation of the Final Map or as part of an application to construct off-site improvements in advance of the approval of the Agreement.

The Subdivider, Joseph Crown Construction and Development, a California Corporation, has signed a Landowner's Consent for annexation into Zone of Benefit 51 of Citywide Landscape Maintenance District (LMD). Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA. On June 19, 2019, the Council approved annexation of the Project into Zone of Benefit 51 of Citywide

LMD. The LMD Covenant has been recorded. However, fees have been put on hold until such time that the Subdivider installs landscape improvements.

FINANCIAL IMPACT:

The Subdivision is included in the City's Community Facilities District (CFD) to offset any impacts to the City's General Fund. The Subdivider has also paid the required fees for the plan checking and inspection of the installation of required improvements for the subdivision.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

Action 134.1: Consider establishment of design/landscape standards for neighborhoods and business construction - *Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.*

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the Final Map and the execution of the Agreement, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

ATTACHMENTS:

1. Resolution – Approving Final Map
    Exhibit A – Improvement Agreement
        Exhibit A – Legal Description
        Exhibit B – Development Impact Fees
2. Project Location Map

Attachment 1

Resolution
Final Map and Agreement

RESOLUTION NO. 20-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE IVEYWOOD I SUBDIVISION (TRACT NO. 19-S-03) AND IMPROVEMENT AGREEMENT

WHEREAS, Joseph Crown Construction and Development, a California Corporation, has offered for approval a Final Map designated as Tract No. 19-S-03; and

WHEREAS, the Planning Commission on April 9, 2019 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Iveywood I Subdivision as part of Tentative Subdivision TSM 2019-02; and

WHEREAS, the Final Map for the Iveywood I Subdivision, prepared by LandDesign Consulting, for Joseph Crown Construction and Development, a California Corporation has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on April 9, 2019; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, “Improvement Agreement Iveywood I Subdivision (Tract No. 19-S-03)," (hereafter “Improvement Agreement”) wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Iveywood I Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than Five Million Two Hundred Seventy-Six Thousand Nine Hundred Forty-Eight Dollars and Ninety-Three Cents ($5,276,948.93); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the Improvement Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The Final Map for the Iveywood I Subdivision (Tract No. 19-S-03) is approved.

3. The agreement entitled "Improvement Agreement Iveywood I Subdivision (Tract No. 19-S-03)" for the construction of improvements for the Iveywood I Subdivision is approved and attached as Exhibit "A." A copy of the Improvement Agreement shall be kept on file in the office of the City Clerk.

4. The Staff is authorized to record the Final Map and Improvement Agreement for the construction of improvements for the Iveywood I Subdivision (Tract No. 19-S-03) subject to receipt of the bonds and insurance required by the Agreement.

5. The dedication of lands for public use is accepted.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Improvement Agreement

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

IMPROVEMENT AGREEMENT
IVEYWOOD I SUBDIVISION
(TRACT NO. 19-S-03)

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2020, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and Joseph Crown Construction and Development, a California Corporation, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

A. Owner has filed with City a certain subdivision map of a proposed division of land known as FINAL MAP OF TRACT NO. 19-S-03 IVEYWOOD I, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2019-02 ("Tentative Map") is on file with the City Clerk.

B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.

C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

D. Owner is required to construct certain street, utility, and public improvements within the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense,

construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans for Tract 19-S-03," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Standard Drawings and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

E. Reference is made hereby to (a) that certain subdivision map entitled, "Final Map of Tract No. 19-S-03 Iveywood I," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.

G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.

H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq*. ("the Subdivision Map Act"), and Section 10-2.701 *et seq*. of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Drawings and Specifications, including attached details and amendments thereto.
4. "Division" shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. "Improvements" shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all applicable Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in place at the time of

application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
    a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
    b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Owner shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees

against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars ($5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition at the time of issuance of any occupancy permits, or any stage of their development reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be

maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Three Million Five Hundred Seventeen Thousand Nine Hundred Sixty-Five Dollars and Ninety-Five Cents ($3,517,965.95) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City Attorney.

2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Seven Hundred Fifty-Eight Thousand Nine Hundred Eighty-Two Dollars and Ninety-Eight Cents ($1,758,982.98) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney. Payment security shall be released in accordance with Madera Municipal Code section 10-2.708.7.2. Security given to secure payment to the contractor, subcontractors, and to persons furnishing labor, materials, or equipment may, six (6) months after the completion and acceptance of the Improvements required under this Agreement, be reduced to an amount equal to the amount of all claims therefor filed and of which notice has been given to the City Council. The balance of the security shall be released upon the settlement of all such claims and obligations for which the security was given.

3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Three Hundred Fifty-One Thousand Seven Hundred Ninety-Six Dollars and Sixty Cents ($351,796.60). The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The

warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to, if not already done so, complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 51 pursuant to California Streets and Highway Code section 22500, *et. seq*., and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 51 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 51 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 51 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

Owner shall grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to

complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

L. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2019-02 approving the Tract Map as adopted on April 9, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

Owner shall be required to comply with California Labor Code prevailing wage requirements for work required under this Agreement. Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section D of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

R. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or

during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

V. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

W. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Z. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that

in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

AA. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

BB. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Thirty-Five Thousand One Hundred Seventy-Nine Dollars and Sixty-Six Cents ($35,179.66), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

There are no reimbursements/fair share contributions due from Subdivider.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by LandDesign Consulting, for Iveywood I Subdivision (Tract No. 19-S-03), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Tozer Street
   - (i) Street Construction – Approximately 1,574 linear feet of north and south travel lanes located immediately adjacent (east and west) to the center 16 feet of the arterial roadway. The total area eligible for reimbursement is based on the total width (24 feet) less the amount that will be sawcut out later for construction of a landscape median (1-feet from both the north and south travel lanes). As such, 22 feet of travel lane is eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
   - (ii) Street Construction – Approximately 277 feet of the center three lanes (includes median) of this street construction (40 feet) are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
   - (iii) The portions of the median lane (14 feet) that are not constructed to ultimate standard are not eligible for reimbursement.
   - (iv) Storm Drain Main Construction – Approximately 265 linear feet of 54-inch pipeline, 942 linear feet of 24-inch pipeline and 42 linear feet of 18-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

2. Pecan Avenue

    (i) Sewer Main Construction – Approximately 908 linear feet of 24-inch pipeline, approximately 11 linear feet of 18-inch pipeline are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

3. Pro Rata Water Well Fair Share Payment

    (i) Prior to final map recordation, the Subdivider will pay its proportional share of a new water well to be constructed by the City or other development. This payment is in addition to the Water Well impact Fee. Upon completion of the new water well, and subject to a request, the funds are eligible for reimbursement through the City's Impact Fee Program or the City's general trust account in which they will be held, subject to the availability of funds. The funds are eligible for reimbursement earlier than completion of the new water well based upon confirmation that the City has sufficient water well capacity and/or funding to construct said water well without the Subdivider's pro rata share.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen

percent (15%). Such cost shall be determined in the sole discretion of the City Engineer. City agrees to reimburse Owner for the cost of interest in accordance with Government Code Section 66485. The interest begins to accrue at the time of City's acceptance of the improvements. The interest rate to be paid is the interest rate that the City pays at the time of the City's acceptance of the improvements when the City borrows money in accordance with Madera Municipal Code section 10-8.12(C).

ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

MM. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective

service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Iveywood I Subdivision (Tract No. 19-S-03). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

SUBDIVIDER/OWNER:

Joseph Crown Construction and Development, a California Corporation

By: _____
Joseph Crown, President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT “A”
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCELS 1, 2 AND 3 OF PARCEL MAP 1073, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 5, 1977 IN BOOK 23 OF MAPS, AT PAGES 92 AND 93, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF MADERA IN DEED RECORDED MARCH 9, 1977 IN BOOK 1316 OF OFFICIAL RECORDS, PAGE 636, MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEED(S) OF RECORD.

APN: 008-180-001, 002 AND 003

PARCEL 2:

PARCEL B OF LOT LINE ADJUSTMENT NO. 2020-02 PERFECTED BY GRANT DEED RECORDED JUNE 12, 2020 AS DOCUMENT NO. 2020013216, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP 1073, ACCORDING TO THE MAP THEREOF RECORDED AUGUST 5, 1977 IN BOOK 23 OF MAPS AT PAGES 92 AND 93, MADERA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF MADERA IN DEED BOOK 1316 PAGE 636, MADERA COUNTY RECORDS

TOGETHER WITH A PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF PARCEL 4 OF PARCEL MAP 1073 RECORDED AUGUST 5, 1977 IN BOOK 23 OF MAPS AT PAGES 92 AND 93, MADERA COUNTY RECORDS; THENCE 38° 05' 30" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 437.65 FEET TO THE MOST EASTERLY CORNER OF THAT PORTION CONVEYED TO THE MADERA UNIFIED SCHOOL DISTRICT, RECORDED JANUARY 7, 1991 DOCUMENT NO. 491 TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 51°49'57" WEST ALONG THE NORTHEASTERLY LINE OF THAT PORTION CONVEYED TO THE MADERA UNIFIED SCHOOL DISTRICT, RECORDED JANUARY 7, 1991 DOCUMENT NO. 491 SHOWN ON RECORD OF SURVEY IN BOOK 37 OF MAPS AT PAGE 125,

MADERA COUNTY RECORDS, A DISTANCE OF 1,265.48 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID 63.84 ACRE PARCEL; THENCE NORTH 62° 43' 45" EAST ALONG THE WESTERLY LINE OF SAID 63.84 ACRE PARCEL, A DISTANCE OF 23.63 FEET; THENCE NORTH 57° 13' 49" EAST ALONG THE WESTERLY LINE OF SAID 63.84 PARCEL, A DISTANCE OF 403.36 FEET; THENCE NORTH 67° 19' 57" EAST ALONG THE WESTERLY LINE OF SAID 63.84 PARCEL, A DISTANCE OF 171.19 FEET; THENCE NORTH 56° 49' 44" EAST ALONG THE WESTERLY LINE OF SAID 63.84 PARCEL, A DISTANCE OF 113.12 FEET; THENCE SOUTH 51° 54' 54" EAST A DISTANCE OF 978.10 FEET; TO A POINT ON A TANGENT CURVE, CONCAVED TO THE NORTHEAST HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 34' 03", AND ARC LENGTH 25.42 FEET; TO A POINT ON A LINE NON-TANGENT TO SAID CURVE, A RADIAL LINE FROM SAID POINT BEARS NORTH 29° 31' 03" EAST; THENCE SOUTH 38°05'30" WEST, ALONG THE EASTERLY LINE OF SAID 63.84 ACRE PARCEL, A DISTANCE OF 662.73 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND/MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED IN DEED(S) OF RECORD.

APN: 008-180-007

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]

Industrial Fee Notes

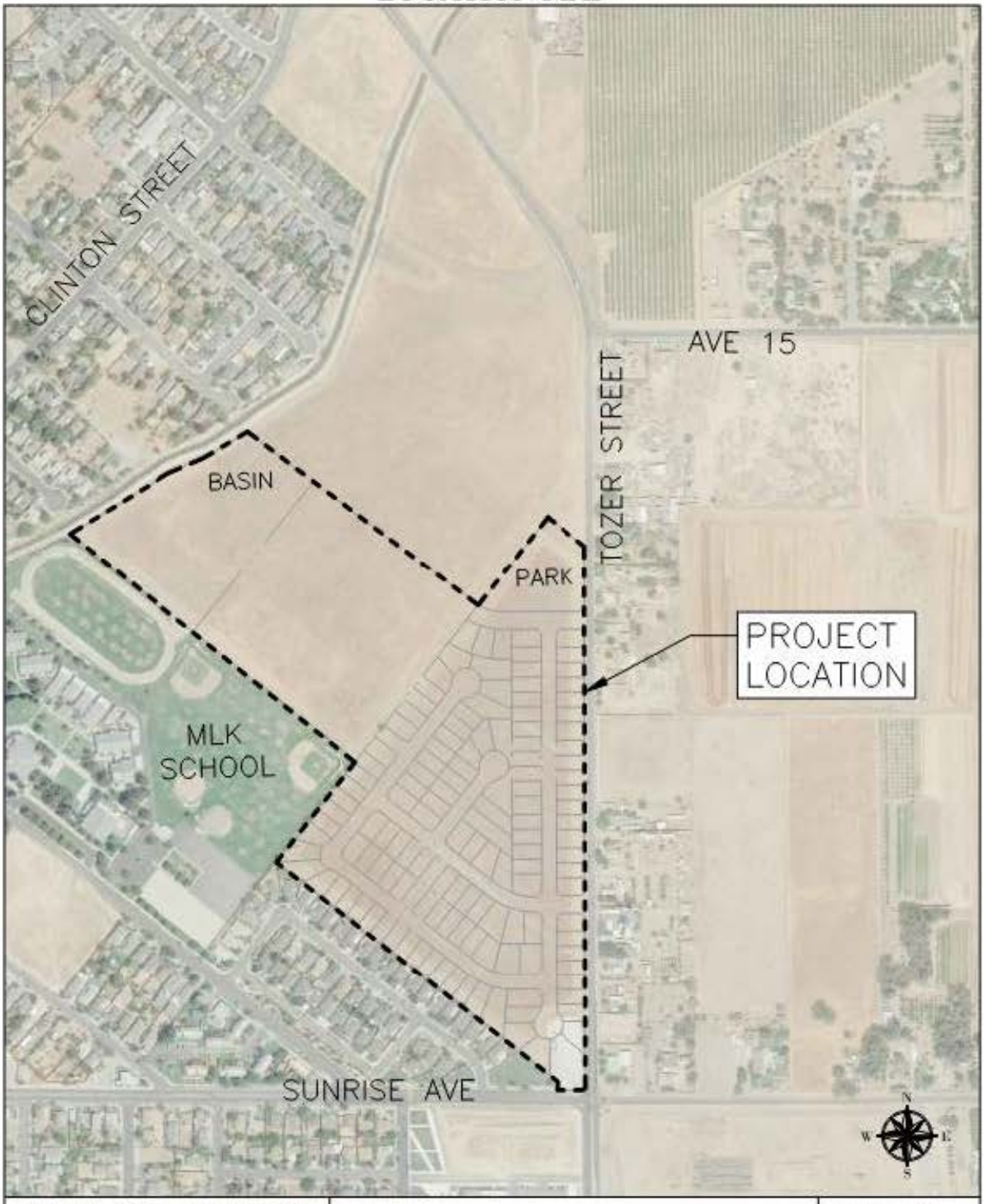
[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.
Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.

[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.

Attachment 2

Project Location Map

LOCATION MAP



CITY OF MADERA **ENGINEERING DEPARTMENT** **428 E. YOSEMITE AVE** **MADERA, CA 93638**	IVEYWOOD I TRACT 19-S-03	DR BY: **EP** CH BY: **TL** DATE: **11/02/20** SCALE: **NTS** SHT **1** OF **1**

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-9

SUBJECT:

Acceptance of Improvements for Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20)

RECOMMENDATION:

Adopt a Resolution:

1) Accepting the Improvements for Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20).
2) Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements.
3) Authorizing staff to record the Notice of Acceptance of Subdivision Improvements.

SUMMARY:

The Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20) approved on August 5, 2015 is part of a multi-phased residential development located southwest of Cleveland Avenue and North Granada Drive. The original subdivider abandoned the subdivision before completing the improvements as a result of the Great Recession. The Subdivider, Villa Toscana Madera, LP, a California Limited Partnership, elected to pursue completion of the subdivision improvements, including the punch list items assigned to the original subdivider.

DISCUSSION:

The Subdivider has completed the off-site public improvements in accordance with the approved Subdivision Agreement and improvement plans associated with the Subdivision, which was approved by Council on August 5, 2015. The Subdivider has paid all required fees. A Warranty Bond has not been required for said improvements as the improvements have been in place for several years beyond the time in which a warranty period would have been in place. It is recommended that the Council accept the improvements for the Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20).

FINANCIAL IMPACT:

Acceptance of this subdivision will result in the transfer of maintenance and resulting costs from Subdivider to City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Acceptance of the improvements for Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20) is not directly addressed in the vision or action plans. However, the requested action could address the following specific task in the action plan:

Action 126: Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets – Current landscape design standards have been adhered to which aid in the establishment of Well-Planned Neighborhoods and Housing.

ALTERNATIVES:

Should Council not accept the completed improvements, the City will not provide regular maintenance including street sweeping, pavement maintenance, streetlight maintenance, etc.

ATTACHMENTS:

1. Resolution
   Exhibit A – Notice of Acceptance
2. Project Location Map

Attachment 1

Resolution

RESOLUTION NO. 20-___

A RESOLUTION ACCEPTING IMPROVEMENTS FOR COTTONWOOD ESTATES PHASE 5 SUBDIVISION (TRACT NO. 04-S-20), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

WHEREAS, the Subdivider, Villa Toscana Madera, LP, a California Limited Partnership, has requested final acceptance of the improvements for the Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20); and

WHEREAS, the City Engineer has certified to this Council that the required improvements for Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20) have been completed.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA hereby finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. The improvements for the Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20) are accepted.

3. The City Clerk is hereby authorized and directed to record a Notice of Acceptance as required by Section 10-2.712.2 of the Madera Municipal Code.

4. This resolution is effective immediately upon adoption.

* * * * * * * * * *

Exhibit A

Notice of Acceptance

RECORDING REQUESTED BY:

City of Madera
AFTER RECORDING RETURN TO:
City Clerk
City of Madera
205 W. 4th Street
Madera, CA 93637

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

NOTICE OF ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

NOTICE IS HEREBY GIVEN that on February 17, 2021, the City Council of the City of Madera confirmed the satisfactory completion of the improvements as shown on the plans for the Cottonwood Estates Phase 5 Subdivision (Tract No. 04-S-20).

Dated: _____

By: _____
Alicia Gonzales
City Clerk

Attachment 2

Project Location Map



LOCATION MAP

COTTONWOOD PHASE 5

CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Council Meeting of: February 17, 2021

Agenda Number: B-10

Roger Sanchez, Director of Financial Services

Arnoldo Rodriguez, City Manager

SUBJECT:

Agreement with Nichols Consulting for preparation and filing of State mandated cost claims

RECOMMENDATION:

Adopt a Resolution approving a Consultant Services Agreement with Nichols Consulting for three-years at a total cost of $10,000

SUMMARY:

Each year, the City contracts with a consultant to prepare and submit its Senate Bill 90 State Mandated Cost Claims. The City has utilized Nichols Consulting for the past seven years and has been satisfied with their pricing and service. Staff is recommending the City enter into a three-year agreement with them to complete the claims related to Fiscal Years 2019/20, 2020/21 and 2021/22. The total cost of services for three years will be $10,000.

DISCUSSION:

Section 6 of Article XIIIB of the State Constitution requires that whenever the Legislature or any State agency mandates a new program or higher level of service on local government, the State must provide a subvention of funds to reimburse the associated costs, with certain exceptions. To implement section 6 of Article XIIIB, the Legislature enacted Government Code Section 17500, under Chapter 1459, Statutes of 1984. Under Government Code section 17500, the State Controller's Office releases Claiming Instructions for SB90/State Mandated Cost Claims. Local Government Agencies have 120 days after claiming instructions are issued to file timely claims, and for up to a year after the deadline, a claim will be accepted as a "late" claim with a 10 percent penalty.

Nichols Consulting has prepared the State Mandated Cost Claims for the City for the past several years with excellent results. Nichols' proposed fee for the current agreement is a fixed fee of $10,000 total for three years to prepare the claims, which is an increase of $300 in the first year, an additional $200 in the second year, and no increase in the third year. The firm has been able to recover over $40,000 for the

City in the prior year. The Finance Department has reviewed this as well as considering what it would cost to have this done by others as shown in Table 1, and finds the cost as proposed by Nichols Consulting to be both fair and reasonable.

Table 1: *Proposals to file State Mandated Cost Claims*	
Firm	*Proposed Rate*
Nichols Consulting	$3,200 for 2020
Wellhouse & Associates	$4,500 for 2020
MGT Consulting	No response
Nimbus Consulting	No reponse

The scope of service to be performed under the proposed agreement includes the preparation of claims for eligible costs related to:

- Driving Under the Influence (DUI) – Administrative License Suspension
- Domestic Violence Reported Incidents – Reimbursable programs include: Domestic Violence Arrest Policies and Standards, Domestic Violence Arrests and Victim Assistance
- Public Safety Officers Procedural Bill of Rights (POBAR) – Reimbursement is based on the number of Full- Time Sworn Officers employed by the City
- Local Government Employee Relations
- All other opportunities for which the City is able to claim eligible costs

FINANCIAL IMPACT:

The proposed cost to prepare the claims is a fixed fee of $10,000 for three years. Table 2 shows the breakdown of this fee over the three years.

Table 2: ***Proposed Fee*** *per* ***Year***	
Claim Fiscal Year	*Fee Amount*
2019/2020	$3,200
2020/2021	$3,400
2021/2022	$3,400
Total	**$10,000**

An appropriation has been established in the Finance Department's current year budget under Contracted Services. These claims are expected to generate General Fund revenues of approximately $30,000 for the City for Fiscal Year 2019/20, and in each of the two years following, as a result of these State Mandated Cost Claims. The City received $41,834 in Fiscal Year 2017/18, $60,235 in 2018/19 and $45,162 in 2019/20 through this State Mandated Cost reimbursement program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action, resulting in financial gain to the City, will assist in achieving the Vision Statement of a Well-Planned City.

ALTERNATIVES:

Council may direct staff to seek alternate proposals for these services.

ATTACHMENTS:

1. Resolution
2. Exhibit A: Consultant Services Agreement

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A $10,000 CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND NICHOLS CONSULTING

WHEREAS, the City of Madera (City) is eligible to be reimbursed for certain State mandated costs in accordance with Senate Bill 90 (SB90); and

WHEREAS, the City has not submitted claims for such reimbursements for Fiscal Year 2019/20, 2020/21 and 2021/22; and

WHEREAS, the City would like to obtain consulting services for the completion and filing of SB90 State mandated cost reimbursement claims related to Fiscal Year 2019/20, 2020/21 and 2021/22; and

WHERAS, the City requested quotes from three firms; and

WHEREAS, City staff has worked with Nichols Consulting since 2013 on prior year claim filings, and Nichols Consulting has a good working knowledge of the City's eligible claims; and

WHEREAS, City staff has determined that Nichols Consulting's pricing for these services in the amount of $10,000.00 for three years is reasonable; and

WHEREAS, a contract has been prepared for such services that is in the best interests of both the City and Nichols Consulting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.

2. The Council approves the Consultant Services Agreement between the City of Madera and Nichols Consulting in an amount not to exceed $10,000, a copy of which is attached as Exhibit A and incorporated by reference.

3. The resolution is effective immediately upon adoption.

****

Fixed Fee $10,000

CITY OF MADERA

CONSULTANT SERVICES AGREEMENT

This Consultant Services Contract ("Contract") is made and entered into this 17th day of February 2021, by and between the City of Madera, a general law city ("City") and Nichols Consulting, a sole- proprietor ("Consultant").

RECITALS

A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.

B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.

C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2023. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City.

B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state-imposed deadline for said Claims.

C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant's duties.

D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.

E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.

F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

II. CITY'S RESPONSIBILITIES

A. City will provide Consultant with all the documents, records, and information necessary to prepare Claims in a timely manner.

B. City agrees to pay Consultant, a fee of $10,000 for services rendered over the next three years; FY 2020/21 - $3,200, FY 2021/22 - $3,400 and FY 2022/23 - $3,400. Consultant' s fee is due and payable on March 31 each year of the contract (2021, 2022 and 2023). Consultant' s fee is not-to-exceed $10,000.00, unless approved by City in writing. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.

C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulaions, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

IV. TERMINATION OF CONTRACT

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other patty, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at $125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

Fixed Fee $10,000

V. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

VII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses , unless such addresses are changed by notice, in writing, to the other party.

City of Madera
Attn: Financial Services Manager
205 West Fourth Street
Madera, CA 93637

Nichols Consulting
1857 44th Street
Sacramento, CA 95819

VIII. AUTHORITY

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

IX. GOVERNING LAW

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California. Venue shall be in Madera County, California.

Fixed Fee $10,000

X. INDEMNITY

Consultant shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments , or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant' s performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City' s option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

XI. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of te type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

A. $1,000,000 General Liability (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 0001.General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

B. Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City, along with the ce11ificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it ' s officers, agents, employees, and volunteers.

C. $1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage
Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any right s here under.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any patty or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specific cations unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

Fixed Fee $10,000

XII. ENTIRE AGREEMENT

This Contract, which includes the " Proposal for Contract for Professional Services" set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

CITY OF MADERA

By _____
Santos Garcia

Its ___Mayor_____

Dated _____

ATTEST:

_____
CITY CLERK, of the City of Madera

CONSULTANT

Approved as to form:

By _____

Its _____

_____
City Attorney

Dated _____

City of Madera
205 West Fourth Street Madera, CA 93637

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **City of Madera** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

Consultant's fee shall be $10,000.00, for claims prepared on behalf of the City beginning with the time of execution of this Contract and ending June 30, 2023. Consultant' s fee is due and payable on March 31, for each this contract is effective, as follows:

Fiscal Year	Fee Amount
2019/2020	$ 3,200
2020/2021	$ 3,400
2021/2022	$ 3,400
Total	**$ 10,000**

This Proposal is **valid until February 17, 2021** unless extended in writing by Consultant.

Nichols Consulting
1857 44th Street
Sacramento, CA 95819

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-11

SUBJECT:

Appointment to the City's Block Grant Commission

RECOMMENDATION:

Adopt a Resolution Approving Mayor Santos Garcia's recommendation to appoint Gabriela Gonzalez-Gutierrez to the Block Grant Commission (BGC)

SUMMARY:

Mayor Santos Garcia desires to recommend Gabriel Gonzalez-Gutierrez to the BGC as his representative.

DISCUSSION:

The BGC meets quarterly. Meetings consist of discussions to evaluate and provide recommendations on the City of Madera's (City) Community Development Block Grant (CDBG) program. This body makes recommendations for the annual CDBG allocation and ensures that they are consistent with the priorities of the U.S. Department of Housing and Urban Development (HUD) and the Council-approved five-year City CDBG Consolidated Plan. Staff and the Chair of the Commission take these recommendations to Council, which ultimately decides on how to distribute the final CDBG allocation each year. To continue to allow for greater community input and oversight of the CDBG allocation process, Council appointments to the Commission are necessary.

The BGC allows for greater community involvement in the operations of the local government. The appointment criteria provide for a representative nominated by each Councilmember and the Mayor. This seven-member body ensures a wider selection of potential candidates. The appointment criteria align with policies of other community advisory bodies and the composition of the Council. The BGC is a discretionary part of the City's CDBG process and HUD neither

requires its formation nor prescribes its policies. The Council is encouraged to be bound by the recommendations, yet the Council may allocate CDBG funds according to its own preferences.

Mayor Santos Garcia recommends Gabriela Gonzalez-Gutierrez to fill a vacancy that currently exists on the BGC. The BGC appointees serve for a period consistent with the Mayor's and Councilmembers' terms.

FINANCIAL IMPACT:

The BGC operates as a volunteer advisory commission and its members do not receive compensation for their services. As a result, the BGC composition will not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the commission performs a valuable role in the community input process.

ALTERNATIVES:

The City Council may approve the appointment recommendation by Mayor Santos Garcia or may choose to not take action on the resolution.

ATTACHMENTS:

1. Resolution
2. Application from Gabriela Gonzalez-Gutierrez to serve on the BGC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE APPOINTMENT OF GABRIELA GONZALEZ-GUTIERREZ TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – BLOCK GRANT COMMISSION

WHEREAS, the City of Madera established the Community Development Block Grant (CDBG) - Block Grant Commission (BGC) to provide greater public input in the grant allocation process; and

WHEREAS, a vacancy exists in the City of Madera Block Grant Commission; and

WHEREAS, Mayor Santos Garcia nominates Gabriela Gonzalez-Gutierrez as his representative on the CDBG-BGC.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. Gabriela Gonzalez-Gutierrez is appointed to the City of Madera Block Grant Commission.
3. This resolution is effective immediately upon adoption.

*** * * * ***

RECEIVED
OFFICE OF THE CITY CLERK

JAN 12 2021

BY

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- [ ] ADA Advisory Council
- [ ] Airport Advisory Commission
- [x] Beautification Committee
- [ ] Civil Service Commission
- [x] CDBG Review and Advisory Committee
- [ ] Loan Review Committee
- [ ] Planning Commission
- [ ] Transit Advisory Board
- [ ] Other: _____

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Gonzalez Gutierrez	Gabriela	
[redacted]		
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
[redacted]		
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
CAPMC	Teacher	[redacted]
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
30 YEARS ____ MONTHS	[x] YES [ ] NO	[ ] YES [x] NO

EDUCATIONAL BACKGROUND:

Site Supervisor Permit in Child Development

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

✓

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

✓

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

✓

REFERENCES (Optional):

Rosalba Romero [redacted]

Gabriela Rodriguez [redacted]

Roberto V. Benavides [redacted]

1/7/2021
DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-12

SUBJECT:

Council appointments to the Madera County Arts Authority Board

RECOMMENDATION:

Approve by Minute Order the Appointments of Councilmember Artemio Villegas as Primary Representative, Councilmember Anita Evans as 1st Alternate, and Councilmember Cece Gallegos as 2nd Alternate to serve as the City's representatives on the Madera County Arts Authority Board (MCAA)

SUMMARY:

On December 18, 2019, Council approved the appointments listed in Table 1 to serve as the City's representatives on the Madera County Arts Authority Board.

Table 1: *Current Appointments as of December 19, 2018*	
Primary Representative	Councilmember Cece Gallegos
1st Alternate	Councilmember Jose Rodriguez
2nd Alternate	Councilmember Steve Montes

Mayor Garcia is proposing the following appointments.

Table 2: *Proposed Appointments*	
Primary Representative	Councilmember Artemio Villegas
1st Alternate	Councilmember Anita Evans
2nd Alternate	Councilmember Cece Gallegos

DISCUSSION:

The Madera County Arts Authority was formed in April 2018 through a Joint Powers Agreement with the primary purpose being the development of an arts center. The general members of the Authority include the City of Madera, Madera County, and Madera Unified School District. Elected officials from each agency are appointed to serve on the MCAA Board.

The Mayor is proposing the listed appointments in Table 2 for consideration of approval by Council to serve on the MCAA Board.

FINANCIAL IMPACT:

None.

ALTERNATIVES:

In the event the Council does not approve the appointments, the Council has the prerogative to make alternative appointments for submission to the Council at a future date.

ATTACHMENT:

None

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: B-13

SUBJECT:

Agreement with MyWorkplace, Inc., for access to their online employee benefits management system at an annual cost of approximately $8,900

RECOMMENDATION:

Adopt a Minute Order approving a Client Access Agreement for the MyWorkplace Benefits Management and Enrollment System

SUMMARY:

In 2014, the City of Madera (City) began using an online platform from AdminDirect, now known as MyWorkplace, to manage benefit plan enrollments. MyWorkplace allows Human Resources staff to enter employee enrollment information one time for health and welfare benefits, then MyWorkplace manages electronic transfer of the information to the individual carriers. MyWorkplace also provides a paperless annual open enrollment process for the benefit plans. Access to the system was provided through the City's Broker of Record. With the recent change in broker for health and welfare benefits, it is recommended the City directly contract for the online platform access to ensure continuity of service.

DISCUSSION:

MyWorkplace has been used by the City since 2014 for employee enrollment in medical, dental, vision, life, long term disability, voluntary life, and flexible spending account benefits. The online platform also supports a paperless open enrollment process each year that employees can complete from any computer. Prior to the single platform, employees enrolling in health and welfare benefits were required to complete paper enrollment forms for each plan, and then Human Resources staff faxed the paper forms to each carrier for manual processing of enrollment. Utilizing MyWorkplace allows staff to input enrollment information one time in a single location. The system then electronically sends the information to all applicable carriers for processing. MyWorkplace is responsible for ensuring the data is sent timely, and that any data errors reported back from the carriers are corrected immediately.

The agreement for services with MyWorkplace was previously through the City's designated Broker of Record for health and welfare benefits. At its meeting of February 3, 2021, the City Council approved a change in broker to Alliant. With the change in broker, staff is recommending the City enter into a direct agreement with MyWorkplace for access to the online platform to ensure continuity of service regardless of broker.

The price proposed by MyWorkplace is $3 per active employee, per month. The City's new broker, Alliant, has reviewed the proposed agreement from MyWorkplace, and believes the price to be competitive based on other platforms they work with and the proposed level of service.

FINANCIAL IMPACT:

The pricing in the proposed agreement is $3 per active employee in the system, per month. Based on the current number of benefit eligible employees, this is equivalent to approximately $8,900 per year. As this is a service the City has been using, there are sufficient funds available in the existing adopted budget to pay for the services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council may direct staff to evaluate alternative providers of similar services or return to manually processing paper benefit enrollments.

ATTACHMENTS:

1. MyWorkplace Benefits Management and Enrollment System Client Access Agreement

MyWorkplace Benefits Management and Enrollment System
Client Access Agreement

The following agreement entered into by MyWorkplace, Inc**.**, hereafter referred to as MyWorkplace, and City of Madera, hereafter referred to as Client or City, shall be for Client access and use of an employee benefits management and enrollment system developed and deployed by MyWorkplace, hereafter referred to as MyWorkplace. For the purpose of this agreement, the use of MyWorkplace shall be limited to the management and enrollment of the employee benefits of Client.

A. General Provisions and Responsibilities

1. MyWorkplace is an employee benefits management and enrollment software package developed and exclusively owned by MyWorkplace. No license, copyright, source code access, intellectual property, or any other rights to MyWorkplace or any of its components are implied or granted to Client unless expressly stated.

2. Client is granted access to and use of MyWorkplace via Internet connection. Client is responsible for purchasing and/or maintaining the minimum required computer equipment, software, and Internet connectivity necessary to connect to MyWorkplace from Client's place(s) of business. Client is responsible for maintaining and authorizing which of its employees will be granted access to MyWorkplace's administration module and understands that granting an employee authorization to the administration module requires the employee be trained on the proper handling of personal health information (PHI) as defined, and protected, under federal, state, and/or local law. Client is responsible for training its employees on the proper handling of PHI data.

3. Any modifications or enhancements built into MyWorkplace or any of its components to meet Client's needs shall be considered the sole property of MyWorkplace, including all intellectual property.

   Regularly scheduled system enhancements or new versions of MyWorkplace's administration, EDI, self-serve enrollment, and agent/call center enrollment modules will be made available to Client at no additional charge. Client will have the option to elect new MyWorkplace modules that may be added in the future for an additional fee, if applicable.

4. Client is solely responsible for the data input and data maintenance of all information, including employee demographic and benefits plan data, it maintains on MyWorkplace. Client is solely responsible for the accuracy and integrity of its data.

5. Employee, dependent, and benefits data maintained on MyWorkplace shall be considered the exclusive property of Client for whose benefit package the data refers. MyWorkplace will not release any data to any party without the express written consent of Client. Client authorizes MyWorkplace to release data to its employee benefits carriers/providers and employee benefits brokers/consultants so that they may perform agreemented tasks for Client. MyWorkplace will maintain all data, including personal health information (PHI), in the strictest of confidence and in a secure manner, per Addendum C Controls and Data Security.

6. MyWorkplace shall maintain a nightly backup of all Client data in MyWorkplace and house this backup at secure, off-site location for a minimum of two (2) weeks.

7. MyWorkplace will maintain the MyWorkplace system and database at secure, replicated data centers. MyWorkplace shall secure Client's data using prudent procedures, industry protocols, and in accordance with HIPAA and SB1386, i.e. secured facility, implementation of commercial firewalls, SSL and other encryption methods, username and password requirements for data access, notification protocols, etc. MyWorkplace shall handle all personal health information (PHI) in accordance with Addendum B, Business Associate Agreement.

8. MyWorkplace shall maintain all internal computer hardware, network equipment, security appliances, licensing, and Internet connectivity required to maintain and deploy MyWorkplace.

9. MyWorkplace shall make technical support on MyWorkplace available to Client from 8:00 am to 8:00 pm EST, Monday through Friday, excluding holidays or other scheduled, non-business days. MyWorkplace will make every effort to return technical support calls that cannot be answered on the initial contact within 3 hours of the original call.

10. MyWorkplace shall provide unlimited online training sessions to Client's administrative staff via GoToMeeting, WebEx, or other Internet meeting services. Client, to the extent possible, will allow for a one week notice to schedule Internet training classes. Training classes will be scheduled on dates/times mutually agreeable to Client and MyWorkplace.

11. Client shall notify MyWorkplace of any identified system problems in MyWorkplace or any of its components. Client shall provide MyWorkplace written detail of the system components that Client believes are not operating properly and examples of specific records for which Client feels unexpected results were returned. MyWorkplace shall research error reports from Client to determine whether a "bug" in the MyWorkplace code exists or if improper system use or data entry error has caused the problem reported by Client.

    If a "bug" in the MyWorkplace code is found to be the cause of the reported error, MyWorkplace, at its expense, shall modify the system to correct the discrepancy, make any database adjustments necessary to return Client data to its proper state, and notify Client when corrections have been made.

    If the error reported by Client has been caused by either improper system use or data entry error, MyWorkplace shall notify client of the results of its research and provide details on how Client can repair the discrepancies and/or instructions on how to properly use the system to avoid future problems. If Client wishes MyWorkplace to repair data discrepancies caused by improper system use or data entry error, MyWorkplace will provide Client with an estimate on the number of hours it believes the repair will take with a total estimated cost.

B. Insurance

Without limiting MyWorkplace's indemnification of City, MyWorkplace will obtain and continuously maintain at its own expense during the term of this Agreement, and shall require any and all subcontractors/subconsultants of every tier to obtain and maintain, policies of insurance of the type and amounts described herein and satisfactory to the City. Minimum scope and limits of insurance shall be:

1. Business General Liability coverage (including operations, products and completed operations) in an aggregate amount of no less than $2,000,000.00
2. ,Workers Compensation coverage as required by the State of California and Employer's Liability per accident for bodily injury or disease in the amount of $1,000,000.00
3. Technology and Telecommunications liability coverage in an aggregate amount of no less than $5,000,000.00. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by MyWorkplace in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

C. Hold Harmless - Indemnity Stipulation

Each party ("Indemnifying Party") will promptly defend, indemnify, and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses, or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this agreement.

D. Commencement and Duration of Agreement

This agreement shall become effective on 2/1/2021 and shall supersede any and all previous agreements. This agreement shall continue until terminated by either party as defined in section E.

E. Termination of Agreement

Client may terminate this agreement at any time by providing a 30-day written notification to MyWorkplace. Notification of termination shall be sent either by certified U.S. Mail, Federal Express, United Parcel Post (UPS), or Airborne Express. Client shall be responsible for all fees due MyWorkplace from the date of notification until the date of termination.

MyWorkplace may terminate this agreement at any time by providing a 30-day written notification to Client. Notification of termination shall be sent either by certified U.S. Mail, Federal Express, United Parcel Post (UPS), or Airborne Express. Client shall be

responsible for all fees due MyWorkplace from the date of notification until the date of termination, provided, however, MyWorkplace shall use it best efforts to minimize or cease fees from and after receipt of notice of termination.

MyWorkplace will return to Client all employee, dependent, benefit enrollment, and beneficiary data in its systems within 30 days of the termination date via an electronic means that allows Client to port the data to another system. MyWorkplace shall retain Client data in MyWorkplace for a period of 90 days after the termination date, after which Client data shall be purged from MyWorkplace.

F. MyWorkplace Functionality

MyWorkplace's administration portal, employee portal, benefit counselor portal, and electronic data interchange (EDI) module represented in this agreement are represented in their most current release versions. Updates to the modules shall be made available to Client during the term of this Agreement at no cost to Client.

G.Service Fees

Client agrees to pay MyWorkplace for MyWorkplace access and additional services as follows:

Initial Setup Fee: No set up fee required. Includes setup of Client's employee benefit structures in administration module, enrollment module, EDI processes with Client's employee benefit carriers/vendor (where carrier/vendor can accept EDI transactions), import of Client's employee benefit data obtained from various sources to establish a central employee benefit data repository of Client's data, data interchange with Client's payroll system (where payroll system can accept data interchange). Due prior to beginning of build process. Setup fee is non-refundable once MyWorkplace build process begins.

Monthly System Access Fee: $3.00 per active employee. An "active employee" is defined as any employee who exists in a non-terminated primary record as of the day the headcounts are done by MyWorkplace for billing purposes. Headcount samplings are done on or about the 25th of each month.

Programming/Technical Services Rate: $150.00 per hour. At MyWorkplace's sole discretion, MyWorkplace may charge for programming and/or technical services requested by Client. In such cases where a charge will be incurred, MyWorkplace will provide Client with a quote and will require Client's acceptance/approval prior to job implementation. Fifty percent (50%) of quoted rate will be required before programming begins, balance due at completion of project. To the extent that actual work performed costs less than the initial up-front payment, MyWorkplace will rebate the excess funds to Client.

Benefit Plan Renewal Changes/Bulk Data Changes or Additions: $100.00 per hour. At MyWorkplace's sole discretion, MyWorkplace may charge for benefit plan renewal changes/data changes or additions requested by Client that will exceed the eight (8) hours of MyWorkplace staff time allowed to client for renewal functions. In such cases where a charge will be incurred, MyWorkplace will provide Client with a quote and will require Client's acceptance/approval prior to job implementation. Fifty percent (50%) of quoted rate will be required before programming begins, balance due at completion of project. To the extent that actual work performed costs less than the initial up-front payment, MyWorkplace will rebate the excess funds to Client.

Service fees are guaranteed for twelve (12) months from date of agreement. Fee schedules are subject to change thereafter with a 90 day written notice to Client from MyWorkplace. Fees expressed are not inclusive of any taxes or fees imposed by governmental bodies. All taxes or fees imposed by governmental bodies pertaining to this agreement shall be considered the sole responsibility of Client.

H. Data Security and Controls

MyWorkplace maintains a SOC 1 and SOC 2, Type 2 audit/certification. Moss Adams LLP of Seattle, WA has been retained as the independent auditor. MyWorkplace, at its sole discretion, may change certified auditors at any time. Should MyWorkplace not complete the annual SOC audits, and/or fail to mitigate any deficiencies found during the SOC audits within a reasonable period, Client shall have the right to terminate this agreement immediately and without fiscal penalty.

I. Force Majeure

Neither party shall be in breach of this Agreement if it is unable to perform its obligations under this Agreement as a result of extraordinary events beyond its control and that cannot be overcome by the exercise of commercially reasonable efforts (each such event, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, Internet outages or interruptions, labor disturbances, riots, fires, natural disasters, wars, hostilities, expropriation or confiscation of properties, and interference by civil or military authorities (irrespective of whether purporting to act in accordance with law). If a Force Majeure Event occurs, the party claiming the Force Majeure Event shall as soon as practicable give notice thereof to the other party, stating with reasonable

particularity the nature of the Force Majeure Event and the anticipated duration and effect thereof.

J. Governing Law

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

K. Entire Agreement

This Agreement contains the entire agreement of the parties, and supersedes any and all prior agreements, understandings, negotiations, and agreements, whether oral or written, with respect to the subject matter hereof.

L. Amendments

No variations, modifications, or changes in, of, or to this Agreement shall be binding upon either party hereto unless set forth in a document duly executed by both parties.

M. Waiver

Any waiver of or consent to (whether express, implied, or deemed) any breach or default by either party of any term of this Agreement is not a waiver of or consent to any breach or default by such party of such term in any future instance, or of any other term in any instance. Failure on the part of a party to complain of any act of the other party or to declare the other party in breach of or default under this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that breach or default until the applicable statute-of-limitations period has run. All waivers and consents hereunder shall be in writing to the respective parties. A party may grant or withhold any waiver or consent in its sole discretion.

N. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

O. Binding Agreement; Third Party Beneficiaries

This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and permitted assigns. Whenever in this Agreement a reference to any party is made, such reference shall be deemed to include a reference to the successors and permitted assigns of such party. Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary agreement.

P. Assignment

Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto (whether by operation of law or otherwise) without the prior written consent of the other party, such consent not being withheld without good reason, and any attempted assignment thereof without such consent shall be null and void.

Q. Further Assurance

Each party agrees to execute and deliver such additional documents and instruments and perform such additional acts as the other party may reasonably request to effectuate and facilitate the performance of the provisions of this Agreement.

R. Interpretation

1. Captions. All captions in this Agreement are inserted for reference only and are not to be considered in the construction or interpretation of any provision hereof.

2. “Person”. Except as otherwise expressly provided herein, all references to the word “person” in this Agreement include individuals, partnerships, corporations, limited liability companies, trusts, and any other legal entity or association.

3. Exhibits and Schedules. All of the exhibits and schedules attached to this Agreement constitute a part of this Agreement for all purposes.

4. Singular. Words showing the singular numbers shall include the plural and vice versa

5. References. References to any Agreement or instrument shall be deemed to include references to such Agreements or instruments as amended, notated, supplemented, varied, or replaced from time to time.

6. Counting of days. Any reference to "day" in this Agreement shall refer to calendar days, not business days, unless noted as such. However, when any act is to be performed on or by a week end or holiday, then such act shall be performed on or by the next business day.

S. Warranty

Except as otherwise set forth herein, MyWorkplace makes Client and Client receives no warranties or conditions, expressed, implied, statutory or otherwise, and MyWorkplace specifically disclaims any conditions of quality and any implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. MyWorkplace does not warrant that the use of MyWorkplace and its various modules will be uninterrupted or error free.

MyWorkplace shall use best efforts to restore operational service and functionality to Client in the event of an interruption of service. If an interruption of service occurs due to a failure within MyWorkplace's primary data center, and the outage is expected to last longer than one business day, MyWorkplace will temporarily switch from its main data center to MyWorkplace's backup data center until normal operations within MyWorkplace's primary facility are re-established.

If MyWorkplace experiences a system service issue that prevents Client from using MyWorkplace and the service level drops below a 98.0% availability during business hours in any given calendar month, Client, at its sole discretion, may request and receive a credit of 1% of the total monthly system access fee for each subsequent .1% drop below 98.0% in availability of the system, to a maximum of 5% of the monthly fee. Service interruptions due to normal and/or unscheduled system maintenance are excluded from availability periods. MyWorkplace shall schedule normal maintenance periods outside of normal business hours. Unscheduled maintenance periods are periods of time allotted for system security updates to address imminent Internet security threats. Normal business hours are defined as Monday through Friday, excluding holidays, from 8 am to 8 pm, eastern standard time.

MyWorkplace shall defend, indemnify, and hold harmless Client in the event of an infringement claim related to MyWorkplace. MyWorkplace represents and warrants that it owns MyWorkplace and the intellectual property related therein, that MyWorkplace is not subject to any known infringement claims, and that MyWorkplace has the right to enter into this agreement. MyWorkplace further represents and warrants that all services to be provided hereunder will be provided in a professional and workmanlike manner.

T. Notifications

Notifications shall be addressed to the following:

MyWorkplace	**Client**
MyWorkplace, Inc. Attn: Greg Kinder 400 N. Loop 1604 East, Ste. 110 San Antonio, TX 78232	City of Madera Attn: Wendy Silva 205 W. 4th Street Madera, CA 93637 Client EIN:946000365

This Agreement is entered on 2/1/2021 by the following authorized representative of MyWorkplace and Client:

Name: Seth Bostelman	Name: Santos Garcia
Title: Vice President Sales and Marketing	Title:Mayor
Seth Bostelman	
(signature)	(signature)

Addendum A – Authorized Broker / Consultant

The following brokerage and/or consulting firm(s) is appointed by Client to represent Client in the management, maintenance, and/or implementation of Client's employee benefits package on MyWorkplace. This appointment shall remain in effect until MyWorkplace is notified by Client of a change in writing.

Brokerage/Consulting Firm is granted access to the MyWorkplace benefits administration module by Client. If access is granted, Client acknowledges that brokerage/consulting is authorized to make adds, changes, and other updates to Client data on Client's behalf.

Brokerage/Consultant: Alliant Insurance Services, Inc.

Addendum B - BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered between Client, a "Covered Entity", and **MyWorkplace, Inc.**, "Business Associate".

RECITALS

WHEREAS, Covered Entity will make available and/or transfer to Business Associate certain information, including Protected Health Information (PHI) in conjunction with goods or services that are being provided by Business Associate to Covered Entity, that is confidential and must be afforded special treatment and protection;

WHEREAS, Business Associate will have access to and/or receive from Covered Entity certain information that can be used or disclosed only in accordance with this Agreement and the Health and Human Services Privacy Regulations;

In consideration of the mutual promises made below and the exchange of information pursuant to the agreement, the Covered Entity and Business Associate agree as follows:

1. **Definitions**. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

   a) *Business Associate.* "Business Associate" shall mean MyWorkplace, Inc.

   b) *Covered Entity.* "Covered Entity" shall mean the Client.

   c) *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

   d) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

   e) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

   f) *Required By Law*. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.501.

   g) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. **Obligations and Activities of Business Associate**.

   a) Permitted uses and disclosures. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

   b) Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

   c) Obligation to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

   d) Reporting of Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which Business Associate becomes aware.

   e) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subagreementor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered

Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f) Availability of Information in a Designated Record Set. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner mutually agreed upon between the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g) Amendment of Private Health Information in a Designated Record Set. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner mutually agreed upon by the parties.

h) Access for Regulatory Compliance. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i) Documenting Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CRF 164.528.

j) Availability of Information. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Subsection 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.

k) Standard Transactions. Business Associate shall conduct electronic health care transactions in accordance with the requirements (including effective date) of the HIPAA Transaction Rule (45 CFR Parts 160 and 162).

3. Permitted Uses and Disclosures by Business Associate.

a) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform such functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or violate the policies and procedures of the Covered Entity.

b) Specific Use and Disclosure Provisions.

i) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

ii) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

iii) Business Associate may use Protected Health Information to report violations of law to appropriate Federal or State authorities, consistent with 164.502(j)(1).

4. **Obligations of Covered Entity**.
(Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.)

a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522., to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. **Permissible Requests by Covered Entity**.
Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for data aggregation or management and administrative activities of the Business Associate as authorized under Subsection 3(c).

6. **Term and Termination**.

a) *Term*. The term of this Agreement shall be effective as of the date defined in Section C and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

b) *Termination for Cause*. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement if Business Associate has breached a material Term of this Agreement and cure is not possible.

c) Effect of Termination.

i) Except as provided in paragraph (ii) of this section below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. **Miscellaneous**.

a) *Regulatory References*. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b) *Amendment*. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

c) *Survival*. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement.

d) *Interpretation*. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

8. Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity and Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Authorizations

Covered Entity authorizes Business Associate to disclose Protected Health Information only to Covered Entity or insurance carriers, third party administrators, or other benefit vendors retained by Covered Entity. Business Associate is not authorized to disclose Protected Health Information to any other entity without the expressed written permission of Covered Entity, unless otherwise prescribed by law.

Covered Entity will immediately notify Business Associate of any insurance carrier, third party administrator, or other benefit vendor to which disclosure of Protected Health Information is no longer authorized.

10. Compensation

Covered Entity agrees to compensate Business Associate at Business Associate's contracted hourly rate for any amendment(s) to Protected Health Information made by Business Associate at the direction of Covered Entity or an Individual.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, effective as of the date set forth above

MyWorkplace	**Client**
Seth Bostelman	
By: Seth Bostelman	By: Santos Garcia
Title: Vice President Sales and Marketing	Title: Mayor
Date: 2/11/2021	Date:

Addendum C

Controls and Data Security Addendum

1. Definitions – as used in this Addendum, the following terms have the following meanings:

    a. **"Addendum**" – this document.

    b. "**Confidential Information**" shall mean any non-public information of one party received by the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public. Without limiting the generality of the foregoing, Client's Confidential Information shall include Personal Information, and information regarding Client, its customers, sales, marketing, financial information, personnel matters, or means of doing business and projections and marketing strategy; MyWorkplace's Confidential Information shall include its proprietary methodologies and software codes. The confidentiality obligations hereunder will not extend to information that: (i) already known by or available to the receiving party without obligation of confidentiality prior to disclosure under this Agreement; (ii) is or becomes publicly known without breach by the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed or learned by the receiving party without use of the disclosing Party's Confidential Information; (v) is disclosed by the receiving party with the disclosing party's prior written approval. (vi) is required to be disclosed pursuant to a lawful order of a governmental authority, so long as the Party required to disclose the information provides the Party owning Confidential Information with timely prior notice of such requirement.

    c. "**Personal Information**" Recorded information that is designated by any applicable law or regulation as "personal information" as to any individual who is an employee, officer, agent, shareholder, director or customer of Client and including, without limitation information that includes one or more of his or her (i) name, address, email address, phone number, social security number, (ii) credit or debit card numbers, expiration dates, security codes, bank account information, credit ratings, other financial or financial payment information, (iii) race, nationality, ethnicity, origin, color, religious or political beliefs or associations, (iv) age, sex, sexual orientation, marital status, family status, (v) identifying number, code, symbol, (vi) finger prints, blood type, inherited characteristics, (vii) health care history including information on physical/mental disability, (viii) educational, financial, criminal, employment history.

    d. "**Security Breach**" - any actual, probable or reasonably suspected unauthorized access to, or acquisition, use, loss, destruction, compromise or disclosure of, any Client Confidential Information, including without limitation any Personal Information, while such information is or was in the possession or control of MyWorkplace or its subcontractors or agents.

2. Responsibility for Data Security.

    a. MyWorkplace is fully responsible for any authorized or unauthorized collection, storage, disclosure and use of, and access to, Client Confidential Information while in the possession or control of MyWorkplace or it subcontractors or agents.

    b. MyWorkplace shall implement and maintain appropriate information and cyber security safeguards ("Safeguards") that prevent any collection, use or disclosure of, or access to, Confidential Information that this Agreement does not expressly authorize, including, without limitation, an information security program that meets the standards of best industry practice to safeguard Personal Information. In addition, MyWorkplace shall store and maintain access to security-related log information from systems, network devices, security solutions, etc. for not less than six (6) months.

    c. MyWorkplace agrees to store all Client Confidential Information in backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. MyWorkplace further agrees that any and all Client Confidential Information stored on any portable or laptop computing device or any

portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

3. Audit Requirements.

   a. Client or an appointed audit firm ("Auditors") has the right to audit the MyWorkplace and the MyWorkplace's sub-agreementors or affiliates that provide a service for the processing, transport or storage of Client Confidential Information. Client will announce its intent to audit the MyWorkplace by providing at a minimum two weeks (10 business days) notice to the MyWorkplace. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the MyWorkplace's premises, MyWorkplace will allow the Auditors access to its site. Where necessary, MyWorkplace will provide a personal site guide for the Auditors while on site. MyWorkplace will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. MyWorkplace will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit.

   b. MyWorkplace is responsible for establishing and maintaining appropriate internal controls designed for the protection, confidentiality and integrity of transactions and data processed on behalf of Client. Accordingly, MyWorkplace agrees that it shall:

      i. Ensure completion of an annual third-party examination of the design and operating effectiveness of MyWorkplace's controls by a reputable certified public accounting firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and shall obtain a SSAE 16 Service Organization Control (SOC) 2 report.
      ii. At Client's request, Deliver to Client a full and complete electronic copy of such (SOC) 2 report with an effective date no later than September 30 of each year.
      iii. At Client's request, prepare and deliver to Client a detailed plan for remediating all identified deficiencies and a description of mitigating controls, if applicable, within a reasonable period of time following identification of deficiencies based on the nature and complexity of the deficiencies to be remediated, not to exceed thirty days following identification of such deficiencies; and
      iv. Bear all costs and expenses associated with correcting deficiencies.

   c. If an adverse opinion on the design and operating effectiveness of MyWorkplace's internal controls is rendered by the independent certified public accounting firm, Client shall, at its option, have the right to terminate MyWorkplace's services under the Agreement without cost to Client.

4. Notification. MyWorkplace shall immediately notify Client of any actual, probable or reasonably suspected Security Breach with respect to Client's Confidential Information. The notification of any such breach and the notifications required under Section 3 above shall be by email or hand delivery or by telephone followed by an email to the following contact person:

   Client Contact Person: Wendy Silva
   Business Telephone Number: (559) 661-5481
   Cell phone Number:(559) 479-0517
   Email Address: wsilva@madera.gov
   Physical Address: 205 W. 4th Street, Madera, CA 93637

   Immediate notification shall mean as soon as reasonably possible following MyWorkplace's learning of a Security Breach.

5. Investigation.

   a. MyWorkplace shall (i) assist Client in investigating, remedying and taking any other action Client deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; and (ii) shall provide Client with assurance satisfactory to Client that such Security Breach or potential Security Breach will not recur. Unless prohibited by an applicable statute or court order, MyWorkplace shall also notify Client of any third-

party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

b. Client may retain a computer forensics firm to conduct a subsequent investigation if the Client in good faith believes that MyWorkplace did not complete a thorough investigation. Client and any government investigative body and such forensic firm shall be give reasonable access to MyWorkplace's systems and logs with full right to make copies of all such logs which may reasonably relate to the Security Breach. Client and the forensic firms shall enter into a confidentiality agreement with MyWorkplace with respect to any such information derived from MyWorkplace's records and systems.

6. Breach Notification.

c. MyWorkplace agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of MyWorkplace's security obligations, or other event requiring notification under applicable law.

d. MyWorkplace agrees to assume responsibility for informing all such individuals in accordance with applicable law; provided however, that no press release which includes a reference to Client, notification to any Client Related Party or public pronouncement which includes a reference to Client shall be made without Client's prior approval not to be unreasonably withheld or delayed.

7. Indemnity

a. MyWorkplace will defend and indemnify Client, its parent, subsidiaries and affiliates, and each of their respective officers, shareholders, directors and employees from and against any third party claims, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) that relate to any failure to comply with any obligation enumerated in this this Addendum.

b. The party seeking to be indemnified (the "Indemnified Party") by the other party (the "Indemnifying Party") under this Agreement agrees to give the Indemnifying Party prompt written notice of any third party claim (a "Claim"); provided, however, that such notice shall not be a condition to the Indemnifying Party's indemnity obligations hereunder unless the Indemnifying Party is materially and adversely affected by the Indemnified Party's failure or delay in giving such notice. If the Indemnifying Party has reconfirmed, in writing and in a timely manner, its obligations to indemnify the Indemnified Party for a particular Claim, and the Indemnifying Party has provided the Indemnified Party with assurances satisfactory to the Indemnified Party, acting reasonably, that the Indemnifying Party has sufficient resources to satisfy its indemnity obligations hereunder, then the Indemnified Party will allow the Indemnifying Party to control the defense of such Claim as long as the Indemnifying Party acts promptly and reasonably. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of such claim. Any settlement by the Indemnifying Party must be approved by the Indemnified Party, with such approval not to be unreasonably withheld if the Indemnified Party receives a complete release of any such Claim. Notwithstanding anything herein stated, if in the Indemnified Party's reasonable judgment, the interests of the parties conflict, the Indemnified Party may select, at the Indemnifying Party's expense, its counsel as long as the Indemnified Party provides the Indemnifying Party notice of such selection within ten (10) business days after receiving service of a summons and complaint. Further, notwithstanding anything herein stated, the Indemnified Party shall at all times have the right to fully participate in such defense at its own expense directly or through counsel; provided, however, if representation of both parties by the same counsel would be inappropriate under applicable standards of professional conduct and either party obtains a written legal opinion to such effect, then the reasonable expense of separate counsel for the Indemnified Party shall be paid by the Indemnifying Party.

8. Agreement Termination. MyWorkplace agrees that upon termination of its services under the Existing Agreement it shall erase, destroy, and render unrecoverable all Client data and certify in writing that these actions have been completed within 90 days of the termination of the Existing Agreement or within 7 days of the request of an agent of Client, whichever shall come first; provided, however that records shall be retained as necessary to comply with applicable law. At a minimum, a "Clear" media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88.

9. Miscellaneous.

A. Headings. The captions and headings used in this Addendum are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Addendum.

B. Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Addendum. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Addendum. Captions and headings in this Addendum are for convenience of reference only and shall not affect the construction of this Addendum.

C. Venue; Applicable Law. The rights, obligations and remedies of the parties specified under this Addendum shall be interpreted and governed in all respects by the laws of the State of the laws of which apply to the Existing Agreement.

D. Parties to Addendum; Successors and Assigns. This is an Addendum solely between the persons who are signatory parties to this Addendum. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

E. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument and may be delivered by facsimile or other electronic means with facsimile or other electronic signatures having the same effect as original ink signatures.

F. Waivers. Except as otherwise provided herein, all waivers, amendments or modifications of this Addendum must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof, or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Addendum, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by any other party.

G. Survival. This Addendum shall survive the termination of the Existing Agreement.

H. Amendment. This Addendum may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

Client:	**MyWorkplace**:
_____	Seth Bostelman
By: Santos Garcia, Mayor	By: Seth Bostelman

Addendum D

Additional Scope of Work

No additional work to be offered by MyWorkplace.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Hilda Cantú Montoy

Hilda Cantú Montoy, City Attorney

Council Meeting of: February 17, 2021

Agenda Number: D-1

SUBJECT:

Third Amendment to the City Manager At-Will Employment Agreement to Award a Merit Step on the Assigned Salary Range

RECOMMENDATION:

This report has been prepared at the direction of the City Council (Council); therefore, there is no staff recommendation provided. Council is asked to consider and determine whether to adopt the Resolution approving a Third Amendment to the City Manager At-Will Employment Agreement.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action being considered.

Announcement - *If approved, the proposed amendment to the City Manager's Employment Agreement will modify the existing agreement as follows:*

- *The City Manager's salary will be increased one merit step due to satisfactory performance to Step F of Salary Schedule M, Range 587, which is $203,654.6 per year effective on his merit anniversary date of December 3, 2020.*

SUMMARY:

The Council conducted the City Manager's performance evaluation. The results of the evaluation were positive. The parties wish to amend the Employment Agreement to reflect a merit increase.

DISCUSSION:

On November 7, 2018, the City and City Manager entered a three-year employment agreement that was effective December 3, 2018. That agreement was amended on April 3, 2019, and on August 5, 2020. The Council has recently completed its second annual evaluation of the City Manager's performance. The proposed merit step increase is based on that evaluation. Council is recommending the City Manager be awarded a merit step increase to the final step in the assigned salary range. The Council and Employee desire to amend the Employment Agreement

to reflect this merit step increase. The proposed Third Amendment to the City Manager's At-Will Employment Agreement will award a merit increase due to satisfactory job performance to Step F of the Salary Schedule for City Manager effective on his merit anniversary date of December 3, 2020.

FINANCIAL IMPACT:

The proposed Third Amendment will award one merit step increase, increasing the salary from $193,953.74 to $203,654.61. Merit increases for all employees are anticipated in the adopted budget.

ALTERNATIVES:

If the Council does not take action on the resolution, the existing agreement terms will continue. Council may also determine to conduct further negotiations with the City Manager on the Employment Agreement.

ATTACHMENTS:

1. Resolution approving Third Amendment to the City Manager At-Will Employment Agreement.
    a. Exhibit A: Third Amendment to City Manager At-Will Employment Agreement.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A THIRD AMENDMENT TO THE CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

WHEREAS, on November 7, 2018, the City and City Manager entered a three year At -Will Employment Agreement ("Agreement") effective December 3, 2018; and

WHEREAS, a First Amendment to the Agreement was entered into on April 3, 2019 and a Second Amendment to Agreement on August 5, 2020; and

WHEREAS, the City Council has conducted a performance evaluation of the City Manager and is pleased with his performance; and

WHEREAS, the City Council and City Manager desire to amend the Agreement to effectuate a merit step increase to F Step on the assigned salary range for City Manager.

NOW, THEREFORE, the Council of the City of Madera hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.

2. The City Council approves the Third Amendment to City Manager At-Will Employment Agreement attached hereto as Exhibit A and incorporated by reference.

3. This resolution is effective immediately upon adoption.

* *

THIRD AMENDMENT TO
CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

This Third Amendment to City Manager At-Will Employment Agreement ("Third Amendment") is entered into by and between the City of Madera, State of California, a municipal corporation ("Employer" or "City"), and Arnoldo Rodriguez ("Employee") as follows:

RECITALS

A. City and Employee entered into an At-Will Employment Agreement ("Agreement") effective December 3, 2018, as amended by First Amendment and Second Amendment thereto.

B. Section 5 of the Agreement provides that the City Council may review and adjust Employee's base salary annually "in such amounts and to such extent as the Council determines. Said salary reviews will be conducted annually on the Employee's anniversary date."

C. The City Council has conducted a performance evaluation of Employee and is highly pleased with Employee's performance.

D. The City and Employee desire to modify the Agreement relating to salary.

AGREEMENT

In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Section 5 of the Agreement titled "Salary" is amended by adding the following paragraph at the end of said Section 5:

> Effective December 3, 2020, Employer agrees to increase the City Manager's salary by one merit step to that set forth in City of Madera Salary Schedule M, Range 587, Step F which is $7,832.87 per pay period and $203,654.61 annually.

SECTION 2. Except as amended by this Third Amendment, all terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment thereto, shall continue in full force and effect.

SECTION 3. This Third Amendment to City Manager At-Will Employment Agreement shall be effective on February 8, 2021.

IN WITNESS WHEREOF, the City of Madera has caused this Third Amendment to At-Will Employment Agreement to be signed and executed on its behalf by the Mayor of the City of Madera and duly attested by its City Clerk, and Arnoldo Rodriguez has signed and executed this Third Amendment to At-Will Employment Agreement.

EMPLOYEE

Arnoldo Rodriguez

Date: _____

ATTEST

Alicia Gonzales, City Clerk

CITY OF MADERA

Santos Garcia, Mayor

Date: _____

APPROVED AS TO LEGAL FORM

Hilda Cantú Montoy, City Attorney

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez Ruiz, Finance Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 17, 2021

Agenda Number: D-2

SUBJECT:

Amendments to the Fiscal Year 2020/21 Budget and Discussion regarding the Fiscal Impacts of the COVID-19 Pandemic

RECOMMENDATION:

Adopt a Resolution Authorizing and Approving Budget Amendments to the Fiscal Year 2020/21 Budget

DISCUSSION:

The City Council adopts an annual operating budget based on projected revenues and expenditures anticipated during the fiscal year, defined as July 1 through June 30 of the following year. The adopted budget sets the parameters for expenditures by staff during the fiscal year based on the initial revenue projections. This report provides a mid-fiscal year overview of how revenues and expenditures compare to original projections and offer amendments for consideration as needed. The purpose of a Mid-Year Budget Report is to:

- Measure how City departments are performing relative to adopted operational budgets
- Determine if any budget adjustments are necessary for both revenues and expenditures
- Serve as a starting point in preparation for next year's budget

The adopted budget is broken down by major fund groups. The fund groups include:

- General Fund (retail sales & property taxes)
- Enterprise Funds (sewer, water, drainage, airport)
- Special Revenue Funds (gas tax, Measure T, landscaping funds, etc.)
- Capital Improvement Projects (CIP; pedestrian improvements, water wells, etc.)

Council may recall that budget projections for the Fiscal Year 2020/21 were heavily influenced by experts and consultants' analysis from April to June 2020, during the pandemic shutdowns, and at the peak of widespread uncertainty. Moreover, unemployment claim rates at that time were the highest since the Great Depression. The pandemic has undoubtedly affected the City's finances, operational performance, and compliance burdens in all departments. Given the uncertainty during the budget preparation, a few key items worth highlighting:

- Typically, retail sales and property taxes account for approximately 80 percent of the General Fund revenues.
- Experts and municipal leaders projected that sales tax revenue would decrease between 15 to 55 percent for the 2nd quarter (April to June 2020) due to COVID-19 State guidelines and the related economic impacts. While this time period preceding the current fiscal year, the projected steep decline in revenues was taken into account when defining the City's starting financial position for the fiscal year.
- Further, the same experts predicted 3rd quarter revenue would decrease by 35 percent across the state. The 3rd quarter of 2020 coincides with the 1st quarter of the current fiscal year, further influencing the City's estimated starting position for the adopted budget.
- Despite most cities considering the significant loss of sales taxes, the City assumed that while a decrease in sales tax was anticipated, such decreases would not be as severe as projected by industry experts. These assumptions were based on previous revenue performance and the types of industry sectors that affect Madera's revenues. As a result, the City assumed an approximately 10 percent sales tax reduction when building the budget.

Despite the sudden and widespread changes, the financial outcomes have manifested in unexpected ways. Actual sales tax revenue from the 3rd quarter 2020 exceeded projections. While some industry sectors were impacted, Madera was not as severely impacted in comparison to other communities. This may partially be attributed to the composition of the City's economy which is not heavily reliant on tourism or entertainment. While the City experienced decreases in some categories, this was partially offset by an increase in sales tax revenue generated by online shopping.

Overall expenses are on par with the adopted budget. Still, staff recommends adjustments related to both labor costs and materials and operation budget line items to better reflect the needs of the organization based on current service delivery and operational plans.

In short, this report is broken down into the following sections:

1. Revenue Update & Adjustments
2. Proposed Budget Adjustments by Department
3. Looking forward
    A. Deferment of Property Taxes by the State
    B. Non-Payment of Utility Bills

1. Revenue Update & Adjustments

Preliminary analysis indicates a $1.9M net increase to General Fund revenues compared to budget. These adjustments are summarized as follows:

- The Parks Department anticipates a $282k decrease in projected revenues due to economic sector restrictions lasting longer than originally anticipated.
- Business license revenues are anticipated to generate $100k less than initial projections, likely the result of the pandemic.
- The most notable increase comes from a revised projection related to Retail Sales Taxes, with $800k coming from general sales tax revenues and $500k from Measure K, for a total adjustment of $1.3M in increased tax revenue.
- The City received $808k from the CARES funding for COVID expenses. These funds are not expected to continue and should be considered one-time funds.
- The transient occupancy tax (hotel) merits a $100k increase to align with better than expected projections.
- Building permits were initially budgeted at $775k due to the economic downturn related to COVID; however current positive activity merits an adjustment of $100k.

2. Proposed Budget Adjustments by Department

Table 1: *Mid-Year Budget Adjustments by Department* [(1)]

Department	*Item*	*Adjustment*
A. Planning	Addition of a Senior Planner	$26,949
	Temporary reassignment of staff from Parks Dept.	$36,300
B. Building	Addition of a Building Inspector	$19,445
C. Engineering	Addition of a Senior Engineer in the amount of $29,519 *Engineering Dept. has adequate labor savings in current fiscal year. The position is to be paid through CIP, CDBG, and entitlement fees.*	$0
D. Police	Addition of a Police Officer at the request of Madera Unified School District in the amount of $39,241 *Total cost related to be paid by MUSD.*	$0
E. Parks	Reassignment of staff due to COVID-19 *3 staff members are temporarily reassigned.*	($125,968)
	Decrease in revenue due to COVID-19	(281,985)
	Grant consultant for Proposition 68	$10,000
	India Park maintenance	$17,000
	New ISO container for equipment storage	$3,000
	Palm tree maintenance	$10,000

F. Attorney	Budget adjustment due to clerical error	$223,292
G. Finance	Addition of budget related to part-time assistance	$18,000
	Temporary reassignment of staff from Parks Dept.	$36,815
	Purchasing Contract Services ($40,000 from labor savings)	$0
H. Public Works	Amendment of funds to accurately reflect the completion of a project from Fiscal Year 2019/2020 to 2020/2021 and to address illegal dumping	$25,000
I. Grants	Addition of funding for overtime related to bus- stop sanitation/cleaning	$15,000
J. CIP	Capital Improvement Project amendments	$546,935
(1) A number that is contained within parentheses is a decrease		

A. PLANNING DEPARTMENT

The Planning Department is comprised of a Planning Manager, Associate Planner, Assistant Planner, and an Administrative Assistant. A staff member from the Parks & Community Services Department is also temporarily assigned to provide administrative support, however this support is currently anticipated to end as COVID related business restrictions related to the City's services in that department are lifted. In addition, the City contracts with two private consulting firms to assist in land-use entitlement processing. While the pandemic has resulted in negative impacts to many industry sectors, inquiries to the Planning Department have not subsided. Rather:

- Land-use entitlements continue to be received by the City with a significant and notable increase in entitlement requests in all land-use sectors (residential, commercial, and industrial)
- The City is reviewing and processing Village D, a 1,900-acre Specific Plan and accompanying Environmental Impact Report in northwest Madera
- The City received one grant and is in the midst of securing a second grant with a combined total of $630,000 for the Northeast Madera Master Plan
- Staff anticipates an increase in the workflow should the cannabis ordinance be approved
- Staff is presently engaged in preparing a telecommunications ordinance to establish uniform and comprehensive standards and procedures for the deployment, construction, installation, and operation of small wireless facilities in the community
- Housing Element update –The City needs to commence with its 2021-2029 Housing Element including the 6th cycle regional housing needs assessment (RHNA), in which the State estimates each region's housing needs for all income groups.

To assist with the above noted workload, staff is requesting an amendment to the adopted budget to add one Senior Planner position to the department.

B. BUILDING DEPARTMENT

The Building Department is comprised of the Chief Building Official, Combination Building Inspector, Plans Examiner, Administrative Assistant, and contract Fire Marshal. Similar to the Planning Department, the Building Department is experiencing an increase in building inspections. As a result, in order to maintain a high level of customer service, an additional Building Inspector is being requested. It is noted that that the City previously had an additional Building Inspector; this position has remained vacant and unbudgeted since his retirement in December 2018.

C. ENGINEERING DEPARTMENT

The Engineering Department has 17 positions, 4 of which are part-time. All of the budgeted positions are filled with the exception of the Administrative Analyst which recently became vacant. Like the departments discussed above, the Engineering Department has experienced an increase in inquiries and projects. This increase includes private development, such as Village D, the Casino, and multiple subdivisions. Capital Improvement Projects have also experienced an increase in backlog. In addition, the Engineering Department is serving as the project manager for the Development Impact Fee study update and is a pivotal player in the Utility Rate Study. Both studies are ongoing. Staff is recommending the budget be amended to add one Senior Engineer position to assist with the noted workload.

D. POLICE DEPARTMENT

On February 10, 2021, Madera Unified School District (MUSD) formally requested to fill the third School Resource Officer position this summer (see Attachment 2). The option to add a third officer was included in the most recent agreement between the City and MUSD. While this position was originally anticipated in August 2020, the pandemic caused a delay. Considering MUSD compensates the City for its services, this new position is cost-neutral to the City.

E. PARKS AND COMMUNITY SERVICES DEPARTMENT

Staffing and Programs

The Parks and Community Services Department has been the most affected by the COVID-19 pandemic and State of California Public Health guidelines. Many assumptions had to be made when the budget was drafted, and economic sector restrictions have continued much longer than originally anticipated. Programmatic activities such as after-school programs, swim lessons, T-ball, and senior centers have been placed on hold. At the same time, maintenance of physical facilities and parks and open space is still required. In response, the City temporarily reassigned staff as outlined in Table 2.

Table2: *Temporary Reassignment of Parks Program/Recreation Staff*	
Parks Dept. Position	*Temporary Dept.*
Recreation/Community Programs Supervisor	Grants Department
Recreation/Community Programs Coordinator	Planning Department
Recreation/Community Programs Coordinator	Parks Maintenance
Recreation/Community Programs Coordinator	Parks Maintenance
Administrative Assistant	Finance Department

The department has experienced a significant decrease in revenues due to the lack of activities; at the same time, some expenses were not realized due to a lack of the same activities. While some full-time staff were temporarily reassigned as noted in the table above, part-time staff typically involved in programming were furloughed or not filled. The temporary reassignments for full-time staff were anticipated to last through December 2020. Unfortunately, the pandemic continues, and staff is recommending to:

- Reduce projected revenues through the fiscal year to reflect programming that did not come to fruition due to COVID-19 restrictions
- Allow transferred staff to remain in their temporary assignments through the fiscal year

Grant Consultant for Proposition 68

Staff is in the midst of preparing a grant for approximately $1.2M for the development of Olive Avenue park. The grant is highly competitive and requires technical support. A budget amendment for $10k is being sought.

India Park

On February 19, 2020, the City was the fortunate recipient of approximately 8 acres located on the east side of Austin Avenue, just north of Ellis Street. The donors stipulated that the land be used for a park and that it be named India Park. The City agreed to both conditions.

Unfortunately, since accepting the property, it has been the subject of illegal dumping. To address the issue, staff is requesting:

- $17,000 to erect a chain link fence along the Austin Street frontage (approximately 667 linear feet) to discourage trespassers
- $5,000 for illegal dumping clean-up at the subject site

Supplies & Maintenance

Staff is also requesting the following budget amendments:

- $3,000 for the purchase of an ISO container to store Parks Department equipment and supplies. The ISO will be housed at the City's Corporation Yard located on South Gateway Drive
- $10,000 to remove palm tree fronds and tree trimming

F. CITY ATTORNEY

Initial projections during the budget process anticipated a budget of $373k for contracted legal services; however, during the data input process $150k was budgeted, which left a shortfall of $223k. The budget amendment requests the initially intended amount, which was caused by a clerical error.

G. FINANCE DEPARTMENT

The Finance Department is requesting:

- An addition of $18k for part-time employees to assist the Utility Billing division with customer service of utility accounts
- Charges for Services for Utility Services (sewer, water & solid waste):

  At the onset of the pandemic, retail sales tax revenue was adjusted to reflect the stay-at-home order, as were revenue projections for public utilities. However, considering that the City continued to provide water and services to customers, projected revenues should reflect collections, rather than assumed reductions.

H. PUBLIC WORKS DEPARTMENT

Public Works is requesting:

- An increase of $25k for the Safe & Clean initiative for neighborhood clean-up and to mitigate illegal dumping
- The Fiscal Year 2019/2020 had a capital budget of $384k within the Streets Division, designated for asphalt pavement crack sealing. The project was completed in the current fiscal year rather than the previous fiscal year as initially budgeted. The adjustment is to move the funding to this year to property reflect when the project was completed.

I. GRANTS DEPARTMENT

Transportation Funds

A mechanic vacancy was budgeted erroneously within the Fleet Maintenance division; however, the position should have been budgeted under Dial-A-Ride and Fixed Route's transportation funds. There is no fiscal impact for the reclassification of accounts for the vacant position.

The fixed route is requesting an increase of $15,000 to its overtime budget to address bus-stop sanitation.

J. CAPITAL IMPROVEMENT PROJECTS (CIP)

New CIP Projects

The Mid-Year Budget Amendment includes several new CIP projects with preliminary design and environmental activity this fiscal year. Engineering was awarded four Community Development Block Grant (CDBG) projects this past round. The CIP Budget Amendment also includes a new project to improve pedestrian safety for crossing Granada Drive near Town and Country Park. A grant application for construction of the project is pending; however, Council directed staff to proceed with design so that the project is shelf ready.

Amendments to Existing Projects

Project budget amendments for two existing CIP projects are included in the Fiscal Year 2020/21 Mid-year Budget Amendment.

A. Pedestrian Facilities, Various Locations, CIP Project No. R-000084

This CDBG funded project to provide for adequate pedestrian facilities serving James Madison Elementary School on Stadium Road, Maple Street, Santa Cruz Street, and Monterey Street requires additional funding to address cost increases and items that were not anticipated at the time of the grant application such as increased quantities of concrete improvements (e.g., drive approaches and asphalt concrete) required for ADA compliance, fence relocation, and tree removal. Minor rights of way will need to be purchased to install ADA compliant ramps and sidewalk. Right-of-way acquisition incurs additional costs as it requires additional staff time, surveyor costs for legal descriptions, and title report fees. Recent sidewalk project bids indicate construction costs associated with demolition are higher than originally anticipated. The additional $67,000 requested will be funded from unprogrammed Measure T – Local Transportation Program funds that include pedestrian improvements on local streets.

B. Lilly St & Vineyard Pedestrian Facilities, CIP Project No. R-000085

CDBG grant funding provides much of the funding for this sidewalk project. Like Project R-000084, additional funding is required to address cost increases associated with items that were not anticipated at the time of grant application such as increased demolition costs, increased quantities of concrete improvements (e.g., ADA curb ramps, drive approaches and asphalt concrete) required for ADA compliance, fence relocation, tree root barriers, and purchase of additional right-of-way. $145,000 is proposed to be added to the project from unprogrammed Measure T funds allocated for local street purposes such as construction of pedestrian improvements.

3. LOOKING FORWARD

As the City looks forward, some key developments that must be considered:

A. Property Tax Deferment

There is a possibility that property taxes could be deferred as a State mandate during the April 2021 collection, which would affect the City's cash flow by more than $2M. Schools, cities, and counties across the State strongly oppose the property tax deferment as it would be devastating across the state. The deferment remains to be seen.

B. Non-payment of Utility Bills

Another significant challenge is that the City is not collecting between 7 and 9 percent of the Utility Bills each month. Current trends indicate that the City may end the fiscal year with approximately $2.5M in uncollected accounts. The consequences on the Enterprise Funds will be noticeable.

FINANCIAL IMPACT:

Inclusive of expenditure adjustments contemplated in this report, General Fund account adjustments result in a net positive increase of $1.4M. Staff is not recommending further appropriate of these funds at this time due to the potential effects of a property tax delay and uncollected utility revenues. The Enterprise Funds request a modest increase of $58k, to be paid from General Fund revenues. The CIP requests $547k of identified funding related to Measure T, CDBG, and RSTP.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

ALTERNATIVES:

Should the Council not act on the proposed budget amendments, the adopted budget will remain unchanged.

ATTACHMENTS:

1. Resolution authorizing and approving amendments to the Fiscal Year 2020/21 Budget
2. Letter from Madera Unified School District to Chief Lawson dated February 10, 2021

Attachment 1: Resolution authorizing and approving amendments to the Fiscal Year 2020/21 Budget

RESOLUTION NO. _____

CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET

WHEREAS, City staff has completed a Fiscal Year budget review and determined that certain budget amendments are necessary to the adopted 2020/2021 Annual Budget; and

WHEREAS, funds are available for capital projects and operational costs; and

WHEREAS, the additional capital project and operational costs are necessary for the City; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2020/2021 Budget, listed in tables 1 to 16 attached hereto, are necessary to fund the capital project and operational expenses of their respective departments and to account for the expenses

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA DOES HEREBY resolve, find and order as follows:

1. The above recitals are true and correct.

2. The appropriations for the items listed in tables 1 to 16 attached hereto, are approved.

3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution

4. The resolution is effective immediately upon adoption.

****

Table 1: *Revenue Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10200000	4077			800,000	GF Retail Sales Tax (Bradley Burns)
10252000	4085			250,000	Measure K Police
10262500	4085			250,000	Measure K Fire
10200000	4434			807,688	COVID CARES Assistance
10200000	4078			100,000	Hotel Tax
10204200	4105			100,000	Building Permits
10200000	4070		100,000		Business License
10206240	4154		1,440		Parks - Mex-Am Center Rents
10206240	4155		3,500		Parks - Pan Am Center Rents
10206240	4168		11,000		Parks - Rents/ Pan Am Center
10206100	4171		6,500		Parks - Rents and Leases/Athletic
10206100	4173		5,500		Parks - Rents and Leases/Lions
10206100	4174		5,000		Parks - Rents and Leases/Rotary
10206100	4175		2,000		Parks - Rents and Leases/Millview
10206240	4183		2,000		Parks - Rents/Youth Hut
10206200	4185		5,000		Parks - Program Fees Revenue
10206200	4186		1,200		Parks - Leisure/Enrichment Fees
10206220	4200		14,000		Parks - Adult Sport Fees
10206230	4238		4,000		Parks - Public Swim
10206220	4248		37,000		Parks - Revenue/Youth Sports
10206200	4258		4,000		Parks - Concession
10206230	4258		4,000		Parks - Concession
10206230	4259		12,000		Parks - Lessons
10206230	4260		7,000		Parks - Pool Rentals
10206100	4301		500		Parks - Donations
10206240	4301		700		Parks - Donations
10206218	4303		750		Parks - Donations/C-1
10206218	4304		500		Parks - Donations/C-2
10206218	4314		50		Parks - Donations/Transportation
10206218	4315		1,500		Parks - Fundraising
10206270	4315		1,000		Parks - Fundraising
10206218	4355		49,845		Parks - Transfer-In
10206218	4460		11,000		Parks - F.M.A.A.A. Grant – Transp.
10206218	4463		15,000		Parks - F.M.A.A.A. Site Management
10206000	4649		11,000		Parks - Admin Fees
10206200	4683		65,000		Parks - Program Revenue
Sub-Total General Fund Group			$381,985	$2,307,688	Charges and Taxes

Table 2: *Planning Department Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10204100	5000			20,400	Salaries / Full-Time
10204100	5300			2,134	Public Employees Retirement
10204100	5302			39	Long Term Disability Insurance
10204100	5303			6	Life Insurance Premiums
10204100	5303			14	Life Insurance Premiums
10204100	5304			1,940	Workers Compensation Insurance
10204100	5305			292	Medicare Tax- Employer's Share
10204100	5309			57	Unemployment Insurance
10204100	5309			2	Unemployment Insurance
10204100	5310			2,065	Section 125 Benefit Allow.
Sub-Total General Fund				$26,949	Planning - Sr. Planner

Table 3: *Building Department Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10204200	5000			13,619	Salaries / Full-Time
10204200	5110			250	Salaries/Uniform Pay
10204200	5300			1,425	Public Employees Retirement
10204200	5302			56	Long Term Disability Insurance
10204200	5303			5	Life Insurance Premiums
10204200	5303			14	Life Insurance Premiums
10204200	5304			1,393	Workers Compensation Insurance
10204200	5305			179	Medicare Tax- Employer's Share
10204200	5308			572	Deferred Compensation/Full-time
10204200	5309			42	Unemployment Insurance
10204200	5309			2	Unemployment Insurance
10204200	5310			1,889	Section 125 Benefit Allow.
Sub-Total General Fund				$19,445	Building - Building Inspector 1

Table 4: *Engineering Department Budget Adjustments*					
Org	Object	Project	Decrease Amount	Increase Amount	Description
10204300	5005		29,519		Salaries / Part-time
10204300	5310			4,117	Section 125 Benefit Allow.
10204300	5000			20,154	Salaries / Full-Time
10204300	5300			2,109	Public Employees Retirement Sy
10204300	5302			51	Long Term Disability Insurance
10204300	5303			5	Life Insurance Premiums
10204300	5303			10	Life Insurance Premiums
10204300	5304			1,916	Workers Compensation Insurance
10204300	5305			260	Medicare Tax- Employer's Share
10204300	5308			846	Deferred Compensation/Full-time
10204300	5309			2	Unemployment Insurance
10204300	5309			49	Unemployment Insurance
Sub-Total General Fund			**29,519**	**29,519**	**Engineering - Sr. Civil Engineer**

Table 5: *Police Department Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10202030	4219			39,241	MUSD Police Contract Charges
10202030	5000			18,625	Salaries / Full-Time
10202030	5100			1,275	Salaries / Overtime
10202030	5110			259	Salaries/Uniform Pay
10202030	5300			5,640	Public Employees Retirement
10202030	5302			64	Long Term Disability Insurance
10202030	5303			18	Life Insurance Premiums
10202030	5304			1,967	Workers Compensation Insurance
10202030	5305			304	Medicare Tax- Employer's Share
10202030	5306			6,305	Unfunded Accrued Liability
10202030	5309			54	Unemployment Insurance
10202030	5310			4,730	Section 125 Benefit Allow.
Sub-Total General Fund				-	MUSD SRO Police Officer

Table 6: *Parks Employee assigment to Planning Dept. Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10204100	5000			26,280	Salaries / Full-Time
10204100	5300			3,965	Public Employees Retirement
10204100	5302			92	Long Term Disability Insurance
10204100	5303			35	Life Insurance Premiums
10204100	5304			2,500	Workers Compensation Insurance
10204100	5305			418	Medicare Tax- Employer's Share
10204100	5308			1,104	Deferred Compensation/Full-time
10204100	5309			106	Unemployment Insurance
10204100	5310			1,800	Section 125 Benefit Allow.
Sub-Total General Fund				$36,300	Parks to Planning Assignment

Table 7: *Parks Programs to Parks Maintenance Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10206100	5000			52,560	Salaries / Full-Time
10206100	5300			7,932	Public Employees Retirement
10206100	5302			186	Long Term Disability Insurance
10206100	5303			76	Life Insurance Premiums
10206100	5304			5,000	Workers Compensation Insurance
10206100	5305			792	Medicare Tax- Employer's Share
10206100	5308			2,206	Deferred Compensation/Full-time
10206100	5309			206	Unemployment Insurance
10206100	5310			19,794	Section 125 Benefit Allow.
Sub-Total General Fund				$88,752	Parks - Programs to Admin

Table 8: *Parks Program to Parks Maintenance Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10206000	5000		29,910		Salaries / Full-Time
10206000	5300		3,372		Public Employees Retirement
10206000	5302		62		Long Term Disability Insurance
10206000	5303		27		Life Insurance Premiums
10206000	5304		2,126		Workers Compensation Insurance
10206000	5305		327		Medicare Tax- Employer's Share
10206000	5308		888		Deferred Compensation/Full-time
10206000	5309		103		Unemployment Insurance
10206200	5000		55,411		Salaries / Full-Time
10206200	5300		6,223		Public Employees Retirement
10206200	5302		264		Long Term Disability Insurance
10206200	5303		82		Life Insurance Premiums
10206200	5304		5,270		Workers Compensation Insurance
10206200	5305		682		Medicare Tax- Employer's Share
10206200	5308		2,327		Deferred Compensation/Full-time
10206200	5309		299		Unemployment Insurance
10206200	5310		18,045		Section 125 Benefit Allow.
10206220	5000		9,198		Salaries / Full-Time
10206220	5300		962		Public Employees Retirement
10206220	5302		31		Long Term Disability Insurance
10206220	5303		14		Life Insurance Premiums
10206220	5304		875		Workers Compensation Insurance
10206220	5305		139		Medicare Tax- Employer's Share
10206220	5308		386		Deferred Compensation/Full-time
10206220	5309		36		Unemployment Insurance
10206220	5310		3,849		Section 125 Benefit Allow.
10206230	5000		11,826		Salaries / Full-Time
10206230	5300		1,784		Public Employees Retirement
10206230	5302		42		Long Term Disability Insurance
10206230	5303		16		Life Insurance Premiums
10206230	5304		1,125		Workers Compensation Insurance
10206230	5305		184		Medicare Tax- Employer's Share
10206230	5308		497		Deferred Compensation/Full-time
10206230	5309		48		Unemployment Insurance
10206230	5310		2,649		Section 125 Benefit Allow.
10206240	5000		15,768		Salaries / Full-Time
10206240	5300		2,379		Public Employees Retirement

10206240	5302		56		Long Term Disability Insurance
10206240	5303		22		Life Insurance Premiums
10206240	5304		1,500		Workers Compensation Insurance
10206240	5305		238		Medicare Tax- Employer's Share
10206240	5308		662		Deferred Compensation/Full-time
10206240	5309		62		Unemployment Insurance
10206240	5310		6,598		Section 125 Benefit Allow.
10206270	5000		19,710		Salaries / Full-Time
10206270	5300		2,792		Public Employees Retirement
10206270	5302		68		Long Term Disability Insurance
10206270	5303		28		Life Insurance Premiums
10206270	5304		1,875		Workers Compensation Insurance
10206270	5305		309		Medicare Tax- Employer's Share
10206270	5308		828		Deferred Compensation/Full-time
10206270	5309		78		Unemployment Insurance
10206270	5310		2,549		Section 125 Benefit Allow.
Sub-Total General Fund			$214,601		Parks Dep. Reclass Labor

Table 9: *Parks Maintenance Budget Adjustments*

Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10206000	6440			10,000	Consulting Services
10206100	6440			10,000	West Coast Arborist Contract
10206100	6532			25,000	India Park
Sub-Total General Fund				$45,000	Parks Expenditures

Table 10: *City Attorney Budget Adjustments*

Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10201400	6444			223,292	Contracted Legal Services
Sub-Total General Fund				223,292	Legal Services

Table 11: *Finance Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10201210	6440			40,000	Purchasing Contract Services
10201210	5000		87,592		Salaries / Full-Time
10201210	5300		11,044		Public Employees Retirement
10201210	5302		314		Long Term Disability Insurance
10201210	5303		132		Life Insurance Premiums
10201210	5304		8,331		Workers Compensation Insurance
10201210	5305		1,279		Medicare Tax- Employer's Share
10201210	5306		13,188		Unfunded Accrued Liability
10201210	5308		3,680		Deferred Compensation/Full-time
10201210	5309		380		Unemployment Insurance
10201210	5310		19,262		Section 125 Benefit Allow.
10201200	5000			56,694	Salaries / Full-Time
10201200	5005			3,474	Salaries / Part-time
10201200	5100			218	Salaries / Overtime
10201200	5105			194	Salaries - Leave Payout
10201200	5110			38	Salaries/Uniform Pay
10201200	5200			24	Salaries - Auto & Expense
10201200	5300			7,569	Public Employees Retirement
10201200	5302			191	Long Term Disability Insurance
10201200	5303			74	Life Insurance Premiums
10201200	5304			6,198	Workers Compensation Insurance
10201200	5305			912	Medicare Tax- Employer's Share
10201200	5306			3,359	Unfunded Accrued Liability
10201200	5307			56	Deferred Comp/Part-Time
10201200	5308			2,186	Deferred Compensation/Full-time
10201200	5309			288	Unemployment Insurance
10201200	5310			17,217	Section 125 Benefit Allow.
Sub-Total Finance			$145,202	$148,692	Finance Labor Adjustments

Table 12: *Finance Budget Adjustments*					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
20301220	5000			27,389	Salaries / Full-Time
20301220	5005			16,679	Salaries / Part-time
20301220	5100			105	Salaries / Overtime
20301220	5105			93	Salaries - Leave Payout
20301220	5110			18	Salaries/Uniform Pay
20301220	5200			12	Salaries - Auto & Expense
20301220	5300			3,657	Public Employees Retirement
20301220	5302			92	Long Term Disability Insurance
20301220	5303			36	Life Insurance Premiums
20301220	5304			2,994	Workers Compensation Insurance
20301220	5305			441	Medicare Tax- Employer's Share
20301220	5306			6,453	Unfunded Accrued Liability
20301220	5307			27	Deferred Comp/Part-Time
20301220	5308			1,056	Deferred Compensation/Full-time
20301220	5309			140	Unemployment Insurance
20301220	5310			8,318	Section 125 Benefit Allow.
20401230	5000			13,637	Salaries / Full-Time
20401230	5005			9,000	Salaries / Part-time
20401230	5100			54	Salaries / Overtime
20401230	5105			48	Salaries - Leave Payout
20401230	5110			9	Salaries/Uniform Pay
20401230	5200			6	Salaries - Auto & Expense
20401230	5300			1,823	Public Employees Retirement
20401230	5302			45	Long Term Disability Insurance
20401230	5303			18	Life Insurance Premiums
20401230	5304			1,493	Workers Compensation Insurance
20401230	5305			221	Medicare Tax- Employer's Share
20401230	5306			3,204	Unfunded Accrued Liability
20401230	5307			15	Deferred Comp/Part-Time
20401230	5308			527	Deferred Compensation/Full-time
20401230	5309			71	Unemployment Insurance

20401230	5310			4,232	Section 125 Benefit Allow.
47601235	5000			13,637	Salaries / Full-Time
47601235	5005			9,000	Salaries / Part-time
47601235	5100			54	Salaries / Overtime
47601235	5105			48	Salaries - Leave Payout
47601235	5110			9	Salaries/Uniform Pay
47601235	5200			6	Salaries - Auto & Expense
47601235	5300			1,823	Public Employees Retirement
47601235	5302			45	Long Term Disability Insurance
47601235	5303			18	Life Insurance Premiums
47601235	5304			1,493	Workers Compensation Insurance
47601235	5305			221	Medicare Tax- Employer's Share
47601235	5306			3,204	Unfunded Accrued Liability
47601235	5307			15	Deferred Comp/Part-Time
47601235	5308			527	Deferred Compensation/Full-time
47601235	5309			71	Unemployment Insurance
47601235	5310			4,232	Section 125 Benefit Allow.
Sub-Total Finance				**$136,316**	**UB Labor Adjustments**

Table 13: Public Works Budget Adjustments

Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10203010	6440			25,000	Contracted Services
10203010	7050			384,200	FY 19/20 Asphalt Pavement Crack Sealing
Sub-Total General Fund				**$384,200**	**Streets**

Table 14: Grants Department Budget Adjustments					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
30701240	5000		47,618		Mechanic - Salaries / Full-Time
30701240	5110		550		Mechanic - Salaries/Uniform Pay
30701240	5300		4,982		Mechanic - Public Employees Retirement
30701240	5302		139		Mechanic - Long Term Disability Insurance
30701240	5303		71		Mechanic - Life Insurance Premiums
30701240	5304		4,528		Mechanic - Workers Comp. Insurance
30701240	5305		698		Mechanic - Medicare Tax- Employer's Share
30701240	5309		209		Mechanic - Unemployment Insurance
30701240	5310		8,260		Mechanic - Section 125 Benefit Allow.
21295300	5000			23,808	Mechanic - Salaries / Full-Time
21295300	5110			275	Mechanic - Salaries/Uniform Pay
21295300	5300			2,491	Mechanic - Public Employees Retirement
21295300	5302			70	Mechanic - Long Term Disability Insurance
21295300	5303			36	Mechanic - Life Insurance Premiums
21295300	5304			2,264	Mechanic - Workers Comp. Insurance
21295300	5305			349	Mechanic - Medicare Tax- Employer's Share
21295300	5309			105	Mechanic - Unemployment Insurance
21295300	5310			4,130	Mechanic - Section 125 Benefit Allow.
21285290	5000			23,808	Mechanic - Salaries / Full-Time
21285290	5110			275	Mechanic - Salaries/Uniform Pay
21285290	5300			2,490	Mechanic - Public Employees Retirement
21285290	5302			70	Mechanic - Long Term Disability Insurance
21285290	5303			36	Mechanic - Life Insurance Premiums
21285290	5304			2,264	Mechanic - Workers Comp. Insurance
21285290	5305			349	Mechanic - Medicare Tax- Employer's Share
21285290	5309			105	Mechanic - Unemployment Insurance
21285290	5310			4,130	Mechanic - Section 125 Benefit Allow.
21295300	5100	COVID		15,000	Fixed Route OT
Sub-Total Grants			$67,055	$82,055	Transportation Funds

Table 15: Capital Improvement Projects (CIP) Budget Adjustments					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
10218020	7030	CD-00002		3,333	Design
10218020	7030	CD-00002		19,167	Construction
10218020	7030	CD-00002		2,500	Construction Stuff Time
Sub-Total CDBG				**25,000**	**Engineering ADA Public Counter**
10218020	7050	R-000086		3,675	Construction Staff Time
10218020	7050	R-000086		28,179	Construction
10218020	7050	R-000086		4,901	Design Staff Time
Sub-Total CDBG				**$36,755**	**Sidewalk Repairs-various locations**
10218020	7050	TS-00033		2,660	Design
10218020	7050	TS-00033		18,260	Construction
10218020	7050	TS-00033		1,660	Construction Stuff Time
Sub-Total CDBG				**$22,580**	**Lake & Adell Flashing Stop Sign**
42005330	7050	TS-00034		14,100	Design Staff Time
42005330	7050	TS-00034		1,000	Design Environmental
42005330	7050	TS-00034		14,000	Construction
42005330	7050	TS-00034		1,500	Construction Inspection
Sub-Total Local Transportation Funds (LTF)				**$30,600**	**Granada Drive Pedestrian Improv.**
Total CIP				**$114,935**	**New Projects**

Table 16: Capital Improvement Projects (CIP) Budget Adjustments					
Org	*Object*	*Project*	*Decrease Amount*	*Increase Amount*	*Description*
41540000	7050	R-000084		31,000	Construction (Measure T LTP ADA)
41540000	7050	R-000084		9,000	Design Row (Measure T LTP ADA)
41540000	7050	R-000084		9,000	Design Staff Time (Measure T LTP ADA)
42005330	7050	R-000084		18,000	Construction Staff Time (LTF Streets)
Sub-Total CDBG				**$67,000**	**Pedestrian facilities, various locations**
41540000	7050	R-000085		7,000	Construction Inspection (Measure T LTP ADA)
41540000	7050	R-000085		17,000	Construction Staff Time (Measure T LTP ADA)
41540000	7050	R-000085		6,000	Design Row (Measure T LTP ADA)
41540000	7050	R-000085		20,000	Design Staff Time (Measure T LTP ADA)
41530000	7050	R-000085		95,000	Construction (Measure T LTP Supplemental)
Sub-Total CDBG				**$145,000**	**Sidewalk Repairs-various locations**
41315320	7050	TS-00033		140,000	Design (RSTP Exchange)
41315320	7050	TS-00033		30,000	Construction (RSTP Exchange)
40970000	7050	TS-00033		50,000	Construction Stuff Time (Traffic Signal Impact Fee)
Sub-Total CDBG				**$20,000**	**Lake & Adell Flashing Stop Sign**
Total CIP				**$432,000**	**Existing Projects**

Attachment 2: Letter from Madera Unified School District to Chief Lawson dated February 10, 2021

Madera Unified School District
1902 Howard Road, Madera, CA 93637
(559) 675-4500
Fax (559) 675-1186
www.madera.k12.ca.us

Board of Trustees
Ruben Mendoza, President
Joetta Fleak, Clerk
Israel Cortes, Brent Fernandes,
Ed McIntyre, Lucy Salazar, Ray G. Seibert

Todd Lile, Superintendent

Fe, 2021

Dino Lawson
Chief of Police
330 South C Street
Madera CA 93638

Dear Chief Lawson,

Please consider this letter a formal request to fill the third School Resource Officer's position in late July or early August, 2021. This position has been approved by the Board of Trustees, but due to the pandemic was not initially filled as students are not currently on campus. It is our hope that this request provides adequate time for MPD to identify a qualified officer to be selected to fill this position.

Sincerely,



Todd Lile,
Superintendent

RETURN TO AGENDA

Council Meeting of: February 17, 2021
Agenda Item: E-1

REPORT TO THE CITY COUNCIL

Date: February 17, 2021

To: Honorable Mayor and City Councilmembers

From: Bobby Kahn, Executive Director
Madera County Economic Development Commission

Subject: Madera County Economic Development Commission
2021/22 Annual Basic Service Level Budget

SUBJECT:
City contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2021/2022 in the amount of $181,749.80

RECOMMENDATION:
The EDC recommends the City Council (Council) adopt a minute order approving the 2021/22 Basic Service Level Budget as submitted.

SUMMARY:

This report is intended to augment the report provided to the Council on February 3, 2021.

The City, along with the County of Madera and the City of Chowchilla, established a Joint Powers Authority (JPA) to create an agency with the expressed purpose of attracting and establishing industry in the region. The EDC is seeking funding to continue with its core mission for the upcoming fiscal year. Included with your packet is a Basic Service Level 2021/22 Budget and a breakdown of all salary and benefits by individual employee.

DISCUSSION:

During the February 3, 2021 meeting, Council has several inquiries about the EDC. More specifically:

- The Composition of the Board
- Enhancing communication between EDC staff and the City
- More regular updates
- Budget history
- Quantifying the benefits of the EDC

The following is an attempt to provide said information:



2425 West Cleveland Ave., Suite 101 • Madera, CA 93637
559-675-7768 • fax 559-675-3252 • www.maderacountyedc.com

EDC Board

The following are the current members of the full Board and the respective category in which they serve:

1. Mayor Santos Garcia, Madera City Council
2. Chairperson, Robert Poythress, Madera Chamber of Commerce
3. Supervisor Brett Frazier, Madera County Board of Supervisors
4. Councilmember Waseem Ahmed, Chowchilla City Council
5. Brad Ditton, Bass Lake Chamber of Commerce
6. Mary Diebert, Public Utility
7. Ron Flores, Industry at-large
8. Paige Hill, Chowchilla Chamber of Commerce
9. Wade Wheeler, North Fork Chamber of Commerce
10. Tracie Scott-Contreras, Madera County Workforce Development
11. Darin Soukup, Oakhurst Chamber of Commerce
12. Ollia Ridge, Golden Valley Chamber of Commerce
13. Aran Johal, Coarsegold Chamber of Commerce

The EDC Board is comprised of 9 members from the private sector and 4 are from the public sector. Per EDC By-laws, the Chair of the Commission "shall not be a representative of a funding agency." It is noted that EDC Chairperson Robert Poythress also serves as the Chair of the Madera County Board of Supervisors; however, he represents the Madera Chamber of Commerce at the EDC and not the Board of Supervisors. When initially elected to the City Council, the EDC obtained a legal opinion concerning his status on the Board. The opinion stated that although he is an elected official, that does not prevent the Madera Chamber of Commerce appointing him to represent them as a local business person serving on his own time.

EDC Executive Committee

The Executive Committee is comprised of the Chair, past Chair, a representative from the Board of Supervisors, a representative from the Madera Council and a representative from the Chowchilla Council. They are as follows:

1. Mayor Santos Garcia, Madera City Council
2. Chairperson, Robert Poythress, Madera Chamber of Commerce
3. Past Chairperson, Brad Ditton, Bass Lake Chamber of Commerce
4. Supervisor Brett Frazier, Madera County Board of Supervisors
5. Waseem Ahmed, Chowchilla City Council

Looking Forward

Similar to all organizations, The EDC takes its role seriously and is continuously recalibrating its service delivery model to ensure that is meeting its client's expectations. Looking forward the EDC is committed to:

- Monthly meetings with the City Manager. This will allow the EDC an opportunity to align its goals with the City.
- Quarterly updates: City Manager and Executive Director of the EDC will continue to meet regarding the formal format of the quarterly report which the City Manager will share with the Council.
- Council updates: At the City Manager's discretion, he can request the Executive Director to provide workshop updates to the Council.
- Councilmember meetings: EDC staff is available to meet with Councilmembers at their discretion.
- Budget information: Once adopted by the EDC Executive Committee, the Executive Director will share salary ranges with the City Manager. In the future the Executive Director will provide any salary range amendments to the City Manager as they are adopted by the Executive Committee.

Budget History

In accordance with the JPA, the budget is submitted for approval to each jurisdiction prior to March 31st of each year. The total amount of the budget is divided proportionally based on the percentage of the overall population of the County. Although the City has experienced an approximate growth rate of one percent over the last five years, the percentage of contribution has declined due to faster growth in the County. The rates are as follows:

- FY 16/17 – 43%
- FY 17/18 – 42.15%
- FY 18/19 – 42.23%
- FY 19/20 – 41.68%
- FY 20/21 – 41.63%

At the February 3, 2021 meeting there was also a comment and question with regard to involving more private sector investment in the EDC similar to the Fresno EDC. This was briefly discussed at the February 10, 2021 Executive Committee meeting and at the suggestion of the Chairperson will be put on the March agenda for further discussion moving forward.

Quantifying the Impact of the EDC

During the February 3, 2021 meeting, part of the discussion centered on the benefits of the EDC. Quantifying benefits is challenging and can partially be attributed to confidential information, such as revenue for private business. Regardless, The EDC will begin to collect data on employment data that can



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be shared. Moreover, it is worth noting the EDC is an active member of the California Central Valley EDC (CCVEDC) that provides the ability to leverage marketing dollars and provides opportunities for additional exposure through CCVEDC sponsored events such as trade shows, marketing missions and other supported events.

Fiscal Impact
This request will have an impact to the General Fund in the amount of $181,749.80

Attachments

Report to the Council dated February 3, 2021.



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REPORT TO THE MADERA CITY COUNCIL

Date: February 3, 2021

To: Honorable Mayor and City Councilmembers

From: Bobby Kahn, Executive Director
Madera County Economic Development Commission

Subject: Madera County Economic Development Commission
2021/22 Annual Basic Service Level Budget

SUBJECT:
City contribution towards the Madera County Economic Development Commission (EDC) for Fiscal Year (FY) 2021/2022 in the amount of $181,749.80

RECOMMENDATION:
The EDC recommends the City Council (Council) adopt a minute order approving the 2021/22 Basic Service Level Budget as submitted.

SUMMARY:
The City, along with the County of Madera and the City of Chowchilla, established a Joint Powers Authority (JPA) to create an agency with the expressed purpose of attracting and establishing industry in the region. The EDC is seeking funding to continue with its core mission for the upcoming fiscal year.

DISCUSSION:

History & Board Composition

The EDC was created by the County of Madera and the cities of Madera and Chowchilla through a JPA in 1968. On an annual basis, the EDC approaches each respective agency and outlines budget needs and contribution amounts. In an effort to identify needs, EDC staff works collaboratively with its Board of Commissioners, comprised of 13 members from county chambers, industry and public utility to plan the upcoming year's strategy and efforts. Budget needs are more narrowly defined by the EDC Executive Committee, which is comprised of 5 of the 13 aforementioned Board of Commissioners.



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Role of the EDC

The EDC, in partnership with the City, works tirelessly on:

1. Attracting new business, particularly job creation.
2. Assisting existing business expand, including identifying and providing loans.
3. Retention of existing business that are seeking and relocating outside of the region.
4. Serving as a liaison between the City and businesses.

As part of these efforts, the EDC:

- Attends trade shows
- Communicates with corporate site selectors to identify needs
- Identifies key personnel at public utility companies (e.g. PG&E, AT&T, Comcast)
- Generates data

While not all efforts result in new businesses, it is worth noting that the EDC played an instrumental role in recently attracting:

Table 1: New Businesses in the City (1)	
Auto parts company (manufacture)	Vallarata Supermarket-Open Sept.
Agricultural Chemical Co.	North Fork Mono Resort
Plastic molding company-Open April	Love's Travel Center-Open March
Projects in Ave. 17/Hwy 99 area	

Company names may not be provided due to confidentially

California Central Valley EDC

While the EDC represents the JPA agencies, it also part of an eight county wide economic consortium, the California Central Valley Economic Development Corporation (CCVEDC). The CCVEDC is nationally recognized and assists the EDC with connecting key decision makers, generating proprietary research and data, and in organizing site tours with corporate site selectors. Being a member of the EDC grants access to CCVEDC's prospects and leads.

Regional EDC

Worth noting is that EDC also acts as the lead agency on a county-wide basis for several agencies, organizations and programs, including:

A. The Eastern Madera County Chamber Alliance
B. The Greater Madera County Industrial Association
C. Recycling Market Development Zone (Zone administrator working with CalRecyle and Madera County businesses that use recycled materials to prevent adding to the landfill)
D. The Madera County and City of Madera Revolving Loan Fund programs and others.

The EDC is also a leader in promoting Madera with ongoing press releases, social media, daily blogs and serves as the Madera County representative on the Channel 30 ABC News community advisory committee.

EDC REQUEST

The contribution amounts are proportionally based on population. For the upcoming year, EDC staff, along with the Board of Directors determined the following contribution amounts:

Table 2: Contribution Amounts				
	County of Madera	City of Madera	City of Chowchilla	Total
Contribution	223,320.36	181,749.80	34,363.75	439,433.91
Population %	50.82%	41.36%	7.82%	100%

The 2021/22 Basic Service Level Budget has a .57% increase over the 2020/21 budget, due to minor anticipated operational costs. The JPA states that each jurisdiction shall pay a pro-rated share of the EDC Basic Service Level Budget based on population. EDC conducts an annual review of the State of California Department of Finance (DOF) most recent population numbers for the County of Madera, City of Madera and the City of Chowchilla. The DOF figures show that the City of Madera population represents 41.36 % of the County. This equates to $181,749.80 for the 2021/2022 fiscal year. This is an increase of $1,029.63 over the 2020/2021 Basic Service Level budget.

LOOKING FORWARD

Similar to all organizations, the EDC takes its role seriously and is continuously looking at improving to better serve the City. Looking forward to FY 21/22, the EDC will:

- EDC will provide a quarterly update to the council on projects and activities.
- All council members will be emailed the agenda for the EDC's Board of Commissioners Quarterly meetings.
- EDC staff will invite council members for individual monthly briefing.

FISCAL IMPACT

This request will have an impact to the General fund in the amount of $181,749.80.

EDC Projected Expenses (Exhibit B)		County of Madera	City of Madera	City of Chowchilla	TOTAL
Staff Salaries/Other Compensation		117,760.88	95,840.02	18,120.63	231,721.53
Staff Benefits/Taxes		54,183.51	44,097.40	8,337.57	106,618.48
Subtotal		171,944.39	139,937.42	26,458.20	338,340.01
Operating Expenses	% to be applied	50.82%	41.36%	7.82%	100%
Audit	4,000	2,032.80	1,654.40	312.80	4,000
Auto Expense/Travel	3,000	1,524.60	1,240.80	234.60	3,000
Conference/Training	2,500	1,270.50	1,034.00	195.50	2,500
Staff Expense	2,000	1,016.40	827.20	156.40	2,000
Insurance/Surety Bonds	1,000	508.20	413.60	78.20	1,000
Office Supplies	1,000	508.20	413.50	78.20	1,000
Office Rent	26,000	13,213.20	10,753.60	2,033.20	26,000
Organizational Dues	1,500	762.30	620.40	117.30	1,500
Postage	1,000	508.20	413.60	78.20	1,000
Newsletter	2,394	1,216.63	990.16	187.21	2,394
Printing	1,000	508.20	413.60	78.20	1,000
Publications/Directories	500	254.10	206.80	39.10	500
Repairs/Maintenance	3,500	1,778.70	1,447.60	273.70	3,500
Telephone	3,000	1,524.60	1,240.80	234.60	3,000
Utilities	3,500	1,778.70	1,447.60	273.70	3,500
Commission Expense	200	101.64	82.72	15.64	200
Equipment Rental	3,000	1,524.60	1,240.80	234.60	3,000
Marketing	42,000	21,344.40	17,371.20	3,284.40	42,000
	101,094.00	51,375.97	41,812.38	7,905.55	101,094
TOTAL Fiscal Year 21/22		223,320.36	181,749.80	34,363.75	439,433.91
		County of Madera	**City of Madera**	**City of Chowchilla**	

Summary of Staff Time

EXHIBIT A

*Based on population

County of Madera	City of Madera	City of Chowchilla	TOTAL
50.38%	41.63%	7.99%	100%

Business Assistance/Office Manager
** 15% to CDBG
Executive Director
**1% to CDBG

Business Assistance/Office Manager						**CDBG 15%
Salary	$60,732.33	$26,007.40	$21,490.44	$4,124.64	$51,622.48	$9,109.85
Retirement	$4,554.92	$1,950.55	$1,611.78	$309.35	$3,871.68	$683.24
Employer Taxes	$4,646.02	$1,989.57	$1,644.02	$315.53	$3,949.12	$696.90
Workers Comp.	$600.00	$256.94	$212.31	$40.75	$510.00	$90.00
Medical	$18,567.62	$7,951.21	$6,570.25	$1,261.02	$15,782.48	$2,785.14
Dental	$723.74	$309.93	$256.10	$49.15	$615.18	$108.56
Vision	$122.09	$52.28	$43.20	$8.30	$103.78	$18.31
Life/LTD	$290.00	$124.19	$102.62	$19.69	$246.50	$43.50
		$38,642.07	$31,930.72	$6,128.43		$13,535.50
					$76,701.22	
Business Development/Mkting Manager						
Salary	$54,975.27	$27,696.54	$22,886.20	$4,392.53	$54,975.27	
Retirement	$4,123.15	$2,077.24	$1,716.47	$329.44	$4,123.15	
Employer Taxes	$4,435.11	$2,234.41	$1,846.34	$354.36	$4,435.11	
Workers Comp	$543.93	$274.03	$226.44	$43.46	$543.93	
Medical	$26,709.90	$13,456.45	$11,119.33	$2,134.12	$26,709.90	
Dental	$1,338.62	$674.40	$557.27	$106.95	$1,338.62	
Vision	$184.32	$92.86	$76.73	$14.73	$184.32	
Life/LTD	$270.00	$136.03	$112.40	$21.57	$270.00	
		$46,641.96	$38,541.18	$7,397.16		
					$92,580.30	
Executive Director						**CDBG 1%
Salary	$122,033.23	$60,865.54	$50,294.41	$9,652.95	$120,812.90	$1,220.33
Retirement	$18,304.98	$9,129.83	$7,544.16	$1,447.94	$18,121.93	$183.05
Employer Taxes	$9,335.54	$4,656.21	$3,847.52	$738.45	$9,242.18	$93.36
Workers Comp	$4,626.00	$2,307.27	$1,906.55	$365.92	$4,579.74	$46.26
Medical	$10,178.19	$5,076.50	$4,194.80	$805.11	$10,076.41	$101.78
Dental	$345.24	$172.19	$142.29	$27.31	$341.79	$3.45
Vision	$78.62	$39.21	$32.41	$6.22	$77.84	$0.78
Life/LTD	$487.00	$242.90	$200.71	$38.52	$482.13	$4.87
		$82,489.65	$68,162.85	$13,082.42		$1,653.88
					$163,734.92	
	$348,205.82	$167,773.68	$138,634.75	$26,608.01	$333,016.44	

26608.01