Regular Meeting of the Madera City Council
and
Special Meeting of the Madera City Council as the Groundwater Sustainability Agency

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, March 6, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

PRESENTATIONS Presentation on the Big Brothers Big Sisters Program and Services in Madera (Diane Phakonekham, Executive Director)

INTRODUCTIONS None.

A. WORKSHOP

A-1 League of California Cities Overview (Raj Rakkar, Regional Public Affairs Manager)

B. CONSENT CALENDAR

B-1 Minutes – 03/07/18, 01/02/19

B-2 Register of Audited Demands 2/12/19 – 2/22/19 (Report by Tim Przybyla)

B-3 Water Conservation Report for 1/21/19 – 2/17/19 (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of a Minute Order Rejecting a Claim filed by Robert Wilson (Report by Wendy Silva)

B-6 Consideration of a Resolution Appointing Mr. Steve Salter as a Member of the City of Madera Transit Advisory Board Representing District 4 (Council Member Derek Robinson) (Report by Ivette Iraheta)

B-7 Consideration of a Resolution Approving a Host Agency Agreement between the Senior, Employment and Redevelopment (SER) Program and the City of Madera for Senior Employment Services, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements (Report by Mary Anne Seay)

B-8 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements (Report by Mary Anne Seay)

B-9 Consideration of a Resolution Approving the Madera County Arts Authority First Amended Joint Powers Agreement and Authorizing the Mayor to Execute the Agreement (Report by David Merchen)

[Continued on next page.]

B-10 Consideration of a Resolution Approving Annexation of Lots 3-6 of Sierra Vista Homes Phase II Subdivision into Zone of Benefit 44; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 44 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and

Consideration of a Resolution Approving Annexation of Cloeters Parcel Map 18-P-04 into Zone of Benefit 4; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

B-11 Consideration of a Resolution Approving an Agreement with Pacific Gas and Electric Company for a Rule 21 Detail Study for Solar Array Interconnection at the City of Madera, Madera Municipal Airport and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by John Scarborough)

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

C-1 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Prezoning Approximately 20 acres of Property Located South and West of the Intersection of Ellis Street and North D Street into the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

C-2 Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Ranges for the Positions of Director of Community Development and City Engineer (Report by Wendy Silva)

C-3 Consideration of a Resolution Amending the City Manager's Employment Agreement and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

D. WRITTEN COMMUNICATIONS

D-1 Consideration of a Written Request by the Madera Unified School District Seeking Council Approval to Cover the Cost of Permit, Police and Public Works Fees in Conjunction with the Every 15 Minutes Campaign (Isaac Lopez, Director of Student Activities; Report by Josiah Arnold)

E. ADMINISTRATIVE REPORTS

E-1 Request for Direction on Filling the City Clerk Position (Report by Wendy Silva)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva

Unrepresented Positions: City Clerk, City Attorney

G-3

Property:	2 Parcels
City of Madera	APNs: 009-331-010 and 011
Agency Negotiators:	Arnoldo Rodriguez, David Merchen
Negotiating Party:	TranPak, Inc
Under Negotiations:	Price and Terms

G-4 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting March 20, 2019

- 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, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the Regular Meeting of the Madera City Council and the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency for March 6, 2019, near the front entrances of City Hall at 6:00 p.m. on February 28, 2019.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

MADERA CITY COUNCIL
AGENDA 3/06/19

WORKSHOP AGENDA ITEM A-1

League of California Cities Overview

(Raj Rakkar, Regional Public Affairs Manager)

There is no written report for this item.

Presentation only.

Return to Agenda

Item:	B-1
Minutes for:	03/07/18
Adopted:	03/06/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY CITY OF MADERA, CALIFORNIA

March 7, 2018
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6 (Arrived at 6:04 p.m.)

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Commander Gino Chiaramonte, and Lieutenant Brian Esteves.

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE: Mayor Medellin led in the Pledge of Allegiance.

PUBLIC COMMENT:

The first fifteen 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 to identify themselves and state the subject of their comment. 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.

Suzette Martinez, Karina Leon, Fatima Gomez and Alejandro Nunez representing the Madera Coalition and Madera Youth Leaders invited the Council to attend their first art show scheduled April 6, 2018.

Khalid Chaudhry, business owner in Madera, California, asked that salaries be reset based on the income levels here.

PRESENTATIONS

1. Recognition of Visiting Delegation - Jhang Chamber of Commerce and Industry

Debi Bray, President and CEO of the Madera Chamber of Commerce, introduced members of the visiting delegation from their Sister Chamber, the Jhang Chamber of Commerce and Industry and the Madera Chamber of Commerce Board Members present. Mayor Medellin presented certificates to the delegation.

INTRODUCTIONS There are no introductions.

Late Distribution Announcement – The City Clerk made a late distribution announcement regarding item E-3.

A. WORKSHOP

A-1 Report on Measure K (Presentation by Brian Esteves)

Lieutenant Esteves provided an update on use of Measure K dollars to date including promotions and new hires, equipment and vehicle purchases, and computer software and hardware.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Foley Gallegos pulled item B-7 for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-7, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 5/17/17

B-2 Warrant Disbursement Report 2/13/18 – 2/26/18 (Report by Tim Przybyla)

B-3 Bi-Weekly Water Conservation Report for 1/22/18 – 2/25/18 (Report by John Scarborough)

B-4 Consideration of a Resolution Approving an Agreement with Kleinfelder Inc. for Professional On-Demand Services for Quality Assurance and Materials Testing Services for Water Main Installations at Various Locations, City Project No. W 16-03 (Report by Keith Helmuth)

RES. NO. 18-25 **A RESOLUTION APPROVING AN AGREEMENT WITH KLEINFELDER INC. FOR PROFESSIONAL ON-DEMAND SERVICES FOR QUALITY ASSURANCE AND MATERIALS TESTING SERVICES FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, CITY PROJECT NO. W 16-03**

B-5 Consideration of a Resolution Approving a Three-Year Agreement for Services with Laurin Associates, A Division of Raney Planning and Management, to Conduct Annual Home Long-Term Monitoring for the Arborpoint and Madera Family Apartments and Authorizing the Necessary Budget Adjustments (Report by Ivette Iraheta)

RES. NO. 18-26 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE ARBORPOINT AND MADERA FAMILY APARTMENTS AND AUTHORIZING NECESSARY BUDGET ADJUSTMENTS**

B-6 Consideration of a Resolution Approving an Amendment to the Lease Agreement with Greyhound Lines Inc. for the Lease of Property at the Madera Intermodal Facility and Authorizing the Mayor to Execute the Amendment on Behalf of the City of Madera (Report by Ivette Iraheta)

RES. NO. 18-27 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE FINAL AMENDMENT TO THE LEASE AGREEMENT WITH GREYHOUND LINES, INC. FOR LEASE OF PROPERTY AT MADERA INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY OF MADERA**

B-7 Informational Report on Civil Service Activity (Report by Wendy Silva) *[Item pulled for discussion.]*

Direction was given for staff to research whether reason for employees leaving the City can be included in the report. Item B-7 is an informational only report and no action is required.

Mayor Medellin moved item D-1 up for discussion.

D-1 Presentation by Madera County on Vote Centers and Request for Fee Waiver on Use of City Facilities (Rebecca Martinez, Madera County)

Rebecca Martinez and Justine White with the Madera County Elections office presented an overview of the Voters Choice Act.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM D-1, THE REQUEST FOR FEE WAIVER ON USE OF CITY FACILITIES (Millview and/or Pan Am) AS A POLLING CENTER WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

Mayor Medellin moved item D-2 up for discussion.

D-2 Request for Letter in Support of the Madera Community College Center Independent Status (Dr. Sandra Caldwell)

Dr. Sandra Caldwell, President of Reedley College presented the request for a letter of support.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM D-2, THE REQUEST FOR A LETTER IN SUPPORT OF THE MADERA COMMUNITY COLLEGE CENTER INDEPENDENT STATUS WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

E-2 Request for Council to Adopt a Resolution Authorizing the Mayor to Sign a Letter of Support on Behalf of the City for the Madera County Workforce Investment Corporation, Inc. 2018 Wells Fargo and USCM Community Wins Grant Program Application and for the City to Become a Partner in the Project (Report by Ivette Iraheta)

The report was presented by the Grant Administrator Ivette Iraheta. Also present were Elaine Craig, Executive Director for the Madera County Workforce Investment Corporation and Matthew Grundy with Habitat for Humanity.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM E-2, RES. NO. 18-35, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON BEHALF OF THE CITY FOR THE MADERA COUNTY WORKFORCE INVESTMENT CORPORATION, INC. 2018 WELLS FARGO AND USCM COMMUNITY WINS GRANT PROGRAM APPLICATION AND FOR THE CITY TO BECOME A PARTNER IN THE PROJECT

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

C-1 Consideration of a Resolution Amending the Development Impact Fee Program to Specify that Public Agency and Government Buildings Shall be Excluded from any Requirement to Pay City Development Impact Fees and to Specify that Privately Owned Buildings which are Used Primarily for Public Charter School Purposes Shall be Required to Pay Only those Development Impact Fees Related to the City's Water, Sewer, and Storm Drainage Systems (Report by Brent Richardson)

Council Member Rigby declared a conflict of interest on item C-1 due to a business relationship with the person who proposed the City's consideration of this item. Council Member Rigby exited the Council Chambers.

The report was presented by the City Attorney Brent Richardson.

ON MOTION BY COUNCIL MEMBER ROBINSON, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM C-1, RES. NO. 18-28, WAS UNANIMOUSLY ADOPTED BY A VOTE OF 6-0. ABSTENTION: COUNCIL MEMBER RIGBY.

RES. NO. 18-28 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE DEVELOPMENT IMPACT FEE PROGRAM TO SPECIFY THAT PUBLIC AGENCY AND GOVERNMENT BUILDINGS SHALL BE EXCLUDED FROM ANY REQUIREMENT TO PAY CITY DEVELOPMENT IMPACT FEES AND TO SPECIFY THAT PRIVATELY OWNED BUILDINGS WHICH ARE USED PRIMARILY FOR PUBLIC CHARTER SCHOOL PURPOSES SHALL BE REQUIRED TO PAY ONLY THOSE DEVELOPMENT IMPACT FEES RELATED TO THE CITY'S WATER, SEWER, AND STORM DRAINAGE SYSTEMS**

Council Member Rigby returned to the Council Chambers.

C-2 Public Hearing and Consideration of Introduction of an Ordinance Adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code Pertaining to Acquisition of Park Lands as Provided by the Quimby Act (Report by Chris Boyle)

The report was presented by the Planning Manager Chris Boyle.

Public hearing opened.

City resident Ron Manfredi spoke in favor of the ordinance.

Planning Commissioner Ken Hutchings stated the Planning Commission was in favor of the ordinance at their last meeting.

Public hearing closed.

Council direction was given for staff to incorporate suggested amendments into ordinance as part of second reading: specific definition regarding fair market value methodology and specific agreed upon methodology process if developer objects to fair market value.

The introduction of the ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, FURTHER READING WAS WAIVED, AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO. ORD. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADDING SECTION 1300 TO CHAPTER 2 OF TITLE X OF THE MADERA MUNICIPAL CODE IN ORDER TO ESTABLISH A METHOD FOR COORDINATED ACQUISITION AND DEVELOPMENT OF CITY PARK FACILITIES**

C-3 Consideration of a Resolution Approving a Limited Term At-Will Employment Agreement for Steve Frazier as the City Administrator and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)

The report was presented by the Director of Human Resources Wendy Silva.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-3, RES. NO. 18-29, WAS ADOPTED UNANIMOUSLY BY A ROLL CALL VOTE OF 4-3. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS OLIVER, RIGBY, HOLLEY. NOES: COUNCIL MEMBERS GALLEGOS, RODRIGUEZ, ROBINSON.

RES. NO. 18-29 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A LIMITED TERM AT WILL EMPLOYMENT AGREEMENT FOR THE CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

C-4 Consideration of a Resolution Approving Amendment No. 1 to the Agreement with waterTalent, LLC for Temporary Staffing Services, and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by John Scarborough)

The report was presented by the Public Works Operations Director John Scarborough.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 18-30 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-30 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH WATERTALENT, LLC, FOR TEMPORARY STAFFING SERVICES, AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY**

C-5 Consideration of a Resolution Approving a Grant Agreement with Madera Unified School District for a Water Conservation Pilot Program to Install Advanced Central Capable Smart Irrigation Controllers and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)

The report was presented by the Public Works Operations Director John Scarborough.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-5, RES. NO. 18-31, WAS ADOPTED BY A VOTE OF 7-0.

RES. NO. 18-31 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A GRANT SERVICES AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT FOR A WATER CONSERVATION PILOT PROGRAM TO INSTALL ADVANCED CENTRAL CAPABLE SMART IRRIGATION CONTROLLERS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

C-6 A) Review of Consultant Response to Request for Proposals to Perform a Management Employee Compensation Study from Sole Responder, Koff & Associates and Direction to Staff on Next Steps

B) Consideration of a Resolution Approving an Agreement with Koff & Associates to Perform a Management Employee Compensation Study and Authorizing the Mayor to Execute the Agreement

C) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget (Report by Wendy Silva)

The report was presented by the Director of Human Resources Wendy Silva. Also present was consultant Ron Manfredi.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-6B, RES. NO. 18-32, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH KOFF & ASSOCIATES FOR A TOTAL COMPENSATION STUDY FOR MANAGEMENT CLASSIFICATIONS OF THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-6C, RES. NO. 18-33, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2017/2018 BUDGET

D. WRITTEN COMMUNICATIONS

D-1 Presentation by Madera County on Vote Centers and Request for Fee Waiver on Use of City Facilities (Rebecca Martinez, Madera County)

Items D-1, D-2, and E-2 were heard earlier in the meeting immediately following the consent calendar.

D-2 Request for Letter in Support of the Madera Community College Center Independent Status (Dr. Sandra Caldwell)

Items D-1, D-2, and E-2 were heard earlier in the meeting immediately following the consent calendar.

E. ADMINISTRATIVE REPORTS

E-1 Presentation of the Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2017/2018 Budget (Report by Tim Przybyla)

The report was presented by the Director of Financial Services Tim Przybyla.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM E-1, RES.NO. 18-34, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-34 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2017/2018 BUDGET**

E-2 Request for Council to Adopt a Resolution Authorizing the Mayor to Sign a Letter of Support on Behalf of the City for the Madera County Workforce Investment Corporation, Inc. 2018 Wells Fargo and USCM Community Wins Grant Program Application and for the City to Become a Partner in the Project (Report by Ivette Iraheta)

Items D-1, D-2, and E-2 were heard earlier in the meeting immediately following the consent calendar.

E-3 Update on City of Madera Groundwater Sustainability Agency Activities, Appointment of Council Members and Technical Experts to the Madera Subbasin Coordination Committee, and Review and Comment on Proposed Coordination Committee Charter (GSA - Report by Keith Helmuth)

The report was presented by the City Engineer Keith Helmuth.

COUNCIL MEMBER RIGBY MADE A MOTION TO APPOINT THE COMMUNITY DEVELOPMENT DIRECTOR DAVID MERCHEN AS THE TECHNICAL EXPERT AND CITY ENGINEER KEITH HELMUTH AS THE ALTERNATE TO THE MADERA SUBBASIN COORDINATION COMMITTEE. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY AND PASSED UNANIMOUSLY BY A VOTE OF 7-0.

COUNCIL MEMBER HOLLEY MADE A MOTION TO APPOINT COUNCIL MEMBER ROBINSON AS THE PRIMARY REPRESENTATIVE AND COUNCIL MEMBER RODRIGUEZ AS THE ALTERNATE REPRESENTATIVE ON THE MADERA SUBBASIN COORDINATION COMMITTEE. THE MOTION WAS SECONDED BY COUNCIL MEMBER RODRIGUEZ AND PASSED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson reported on his attendance at the Graffiti Abatement presentation at Berenda School.

Council Member Robinson reported on his attendance at the school districts “We Believe” event.

Council Member Foley Gallegos commended Officer Keiser for speaking at the Madera Votes Women’s Conference. Council Member Foley Gallegos was also a speaker as well as others.

Council Member Foley Gallegos reported on her attendance at the Gen Next Wealth Ribbon cutting.

Council Member Rigby recognized Commander Chiaramonte on being accepted into the FBI National Academy.

Council Member Holley reported on his attendance at the Police Academy ceremony.

Council Member Holley reported on his attendance at the Career Day for students at Martin Luther King Jr. Middle School.

Mayor Pro Tem Rodriguez reported on his meeting with Chief Lawson for an overview of what the department does.

Council Member Oliver thanked the Public Works Operations Director John Scarborough for working with the Police Department on shopping carts.

Council Member Oliver thanked Chief Lawson and Lieutenant Foss for working with an elderly constituent on an incident in her neighborhood and safety concerns.

Council Member Oliver thanked resident Eddie Block for being proactive on what goes on in downtown Madera.

Mayor Medellin commended staff on their efforts in various areas and their open door policy.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 10:26 p.m. to discuss the items as listed on the agenda. Council Members Holley and Robinson left at 10:26 p.m.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1):

Heath Middleton WCAB No. ADJ10589860 & ADJ10589861 (2 cases)

G-3 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera
MCV073252

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 10:50 p.m. Absent: Council Members Holley and Robinson.

There was no reportable action for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 10:51 p.m. Next regular meeting 3/21/18.

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.

_____	_____
SONIA ALVAREZ, City Clerk	ANDREW J. MEDELLIN, Mayor

Return to Agenda

Item:	B-1
Minutes for:	01/02/19
Adopted:	03/06/19

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY CITY OF MADERA, CALIFORNIA

January 2, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

Others present were City Administrator Arnoldo Rodriguez, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Acting Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Human Resources Administrative Analyst Eugene Haynes, Commander Gino Chiaramonte, and Engineering Administrative Analyst Jimmy Monreal.

INVOCATION: Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE: Mayor Medellin.

PUBLIC COMMENT:

The first fifteen 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 to identify themselves and state the subject of their comment. 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 comments were offered.

PRESENTATIONS Presentation by Mexican Consulate – Update on Partnership and Services Provided in Madera (Fernanda Cámara)

Presentation was heard later in the meeting immediately following Section C of the agenda.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Gallegos pulled item B-8 for discussion.

Council Member Robinson pulled items B-6 and B-7 for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-6, B-7, AND B-8, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – There are no minutes for consideration.

B-2 Register of Audited Demands for 12/11/18 – 12/24/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for November 19th through December 16th (Report by John Scarborough)

B-4 Consideration of a Resolution Approving the Amended Application for the Fiscal Year (FY) 2016-17 Allocation of the Regional Surface Transportation Program (RSTP) Exchange Funding Between the Madera County Transportation Commission and the City of Madera and Allocating $125,000 to Union Pacific Railroad (UPRR) Crossing – Street Approach (Project R-000032) (Report by Keith Helmuth)

RES. NO. 19-01 RESOLUTION APPROVING THE AMENDED APPLICATION FOR THE FISCAL YEAR (FY) 2016/17 ALLOCATION OF THE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDING BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA

B-5 Informational Report on Personnel Activity (Report by Wendy Silva)

B-6 Consideration of a Resolution Rescinding Resolution No. 18-81 and Approving the Amended Applications for Transportation Development Act - Local Transportation Funds for FY 2018/19 with FY 2017/18 Carryover Balances of $3,286,818.01, and the FY 2018/19

State Transit Assistance Funds and Authorizing the City Engineer to Execute Applications (Report by Keith Helmuth) *[Item pulled for discussion.]*

B-7 Consideration of a Minute Order Granting Authority to the City Manager to Pursue the CITYOFMADERA.GOV Domain Name and/or Potential Alternate Domain Names on Behalf of the Mayor (Report by Mark Souders) *[Item pulled for discussion.]*

B-8 Consideration of a Resolution Appointing Diana Robbins to the City of Madera ADA Advisory Council (Report by Wendy Silva) *[Item pulled for discussion.]*

Items pulled for discussion.

B-8 Consideration of a Resolution Appointing Diana Robbins to the City of Madera ADA Advisory Council (Report by Wendy Silva)

Council Member Gallegos requested item postponed until the January 16th meeting when a second appointment to the ADA Advisory Council will also be considered.

COUNCIL MEMBER GALLEGOS MADE A MOTION TO POSTPONE APPOINTMENT TO THE JANUARY 16, 2019 MEETING. THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON AND WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-6 Consideration of a Resolution Rescinding Resolution No. 18-81 and Approving the Amended Applications for Transportation Development Act - Local Transportation Funds for FY 2018/19 with FY 2017/18 Carryover Balances of $3,286,818.01, and the FY 2018/19 State Transit Assistance Funds and Authorizing the City Engineer to Execute Applications (Report by Keith Helmuth)

Staff addressed Council Member Robinson's question regarding bus stop at Walmart Shopping Center.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-6, RES. NO. 19-02, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-02 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 18-81 AND APPROVING THE AMENDED APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT – LOCAL TRANSPORTATION FUND FOR FISCAL YEAR (FY) 2018/19 WITH FY 2017/18 CARRYOVER BALANCES OF $3,286,818.01, AND THE FY 2018/19 STATE TRANSIT ASSISTANCE FUNDS, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE APPLICATIONS

B-7 Consideration of a Minute Order Granting Authority to the City Manager to Pursue the CITYOFMADERA.GOV Domain Name and/or Potential Alternate Domain Names on Behalf of the Mayor (Report by Mark Souders)

Staff addressed Council Member Robinson's question regarding purpose of branding.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-7, A MINUTE ORDER GRANTING AUTHORITY TO THE CITY MANAGER TO PURSUE THE

CITYOFMADERA.GOV DOMAIN NAME AND/OR POTENTIAL ALTERNATE DOMAIN NAMES ON BEHALF OF THE MAYOR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

C-1 Consideration of a Resolution Approving Request from the Madera Downtown Association for the City of Madera to Participate in a Crow Hazing Program and Amending the City of Madera Fiscal Year 2018/2019 Budget (Report by Tim Przybyla)

The Director of Financial Services Tim Przybyla presented the report. Debi Bray, Steve Copland, and John Barsotti, representing the Madera Downtown Association, spoke in support of the program.

Tony Pantaleo, Falconer, provided an overview of how the program works.

Resident Linda Hatfield had questions regarding predators.

Resident DJ Becker, representing the Friends of the Madera Animal Shelter, asked that they consider use of the commercial product which disrupts ovulation to help reduce the population.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 19-03, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-03 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REQUEST FROM THE MADERA DOWNTOWN ASSOCIATION TO UTILIZE PARKING DISTRICT AND CITY OF MADERA COMMUNITY PROMOTION FUNDS FOR CROW ABATEMENT PURPOSES AND AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2018/2019 BUDGET**

C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 38.5 Acres Located Approximately 2,000 Feet West of the Southwest Corner of the Intersection of West Cleveland Avenue and North Westberry Boulevard from the PD-8000 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District (APNs: 006-380-027 and 028) (Report by Chris Boyle)

The report was presented by the Acting Planning Manager Chris Boyle.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 959 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 959 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 38.5 ACRES OF PROPERTY (APN: 006-380-027 AND 006-380-028), LOCATED APPROXIMATELY 2,000 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH WESTBERRY BOULEVARD AND WEST CLEVELAND**

AVENUE, FROM THE PD-8000 (PLANNED DEVELOPMENT ZONE DISTRICT TO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

C-3 Consideration of Resolution Accepting a Grant Award from the Federal Transit Administration for the Madera Transit Center and Amending the FY 2018/19 Budget (Report by Ivette Iraheta)

The report was presented by the Grant Administrator Ivette Iraheta.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-3, RES. NO. 19-04, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-04 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A GRANT AWARD FROM THE FEDERAL TRANSIT ADMINISTRATION FOR THE MADERA TRANSIT CENTER AND AMENDING THE FY 2018/19 BUDGET**

PRESENTATIONS *Presentation by Mexican Consulate – Update on Partnership and Services Provided in Madera (Fernanda Cámara)*

Fernanda Cámara, representing the Mexican Consulate, provided an overview of the services provided in Madera and the number of people served.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending September 30, 2018 (Report by Tim Przybyla)

The report was presented by the Director of Financial Services Tim Przybyla.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM E-1, A MINUTE ORDER APPROVING AND ACCEPTING THE CITY OF MADERA INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2018, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

E-2 Quarterly Budget Review and Prior Fiscal Year General Fund Budget Review (Report by Tim Przybyla)

The report was presented by the Director of Financial Services Tim Przybyla.

Council requested that staff make a presentation at a future meeting on capital projects to show projects completed, not completed, and related funding. Staff was also asked to explore zero based budgeting.

F. COUNCIL REPORTS

Council Member Robinson requested that an item be added to a future agenda to discuss Council travel expenses.

Council Member Holley reminded everyone regarding the upcoming Martin Luther King Day Jr. Day program to be held at Martin Luther King Jr. Middle School on January 20th at 2:00 p.m.

Council Member Holley encouraged everyone to sponsor a table at the upcoming Big Brother Big Sisters Gala.

Mayor Medellin requested a status update on the water leak on Olive Avenue by the high school.

Mayor Medellin requested a status update on the sidewalk near the school on Sunrise Avenue.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:48 p.m. to discuss the items as listed on the agenda. Council Member Holley left at 10:58 p.m.

G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

(A) Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:
Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions: City Attorney, City Clerk

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 11:48 p.m. Council Member Holley left at 10:58 p.m.

Item G-2 – An ad-hoc committee consisting of Council Members Gallegos and Holley was appointed to participate in settlement negotiations.

Item G-3 - No reportable action.

ADJOURNMENT - The meeting was adjourned at 11:49 p.m. Next regular meeting 01/16/19.

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.

_____ _____

SONIA ALVAREZ, City Clerk ANDREW J. MEDELLIN, Mayor

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: March 06, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for February 12, 2019 to February 22, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of February 12, 2019 to February 22, 2019 is contained in the attachment.

General Warrant	20935 - 21020	$1,346,480.56
Wire Transfer	Union Bank Payroll and Taxes	$618,596.25
Wire Transfer	SDI	$2,137.55
Wire Transfer	Cal Pers	$0.00

DISCUSSION: Warrant requests are processed weekly based on the adopted 18/19 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 18/19 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 22, 2019

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20935	02/14/2019	47TH PLACE- CARPET ONE	CARPET TILE INSTALLATION	2,399.00
20936	02/14/2019	A-MAIS TECHNOLOGIES INC.	MAIS CUSTOMIZATION-FIX UB SEWER CALCULATIONS	300.00
20937	02/14/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,170.00
20938	02/14/2019	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE - FEB 2019	40,000.00
20939	02/14/2019	AMERITAS LIFE INSURANCE CORP.	MARCH 2019 DENTAL INSURANCE	14,428.60
20940	02/14/2019	ANDERSON PUMP COMPANY	PUMP MAINTENANCE EMERGENCY PUMP 12/27/18-12/28/18	1,540.00
20941	02/14/2019	ARAMARK UNIFORM SERVICES	01/19 UNIFORM INVOICES	4,180.66
20942	02/14/2019	AT&T	01/19 CALNET 3 SERVICES	552.78
20943	02/14/2019	BMY CONSTRUCTION GROUP, INC.	CONSTRUCTION OF THE MADERA TRANSIT FACILITY	125,133.05
20944	02/14/2019	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ FINGERPRINTS - JAN 2019	482.00
20945	02/14/2019	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 9920895	175.00
20946	02/14/2019	CITY OF MADERA	DISHWASHER REBATE APPLY TO ACCT 9920895	200.00
20947	02/14/2019	COMMUNITY ACTION PRTNRSHP OF MADERA CO	REIMB FOR 18/19 2ND QTR EXPENSES-CONTINUUM OF CARE	5,414.03
20948	02/14/2019	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES JANUARY 2019	150.00
20949	02/14/2019	DIEBERTS CREATIVE COPY INC	MAX & DAR TRANSIT TICKETS	2,923.63
20950	02/14/2019	CUSHMAN CONTRACTING CORPORATION	WWTP 18-02 REHABILITATION PROJECT - JAN 2019	420,725.58
20951	02/14/2019	FIRST REPUBLIC BANK	WWTP 18-02 REHABILITATION PROJECT - JAN 2019	22,143.46
20952	02/14/2019	RAUL R. HERRERA JR.	POLYGRAPH FOR PD RECRUITMENT	1,200.00
20953	02/14/2019	ESPINOZA SEWER SERVICE	PORTABLE TOILET SERVICE	50.00
20954	02/14/2019	KER'S GAS & LUBE, INC.	DECEMBER 2018 PD CAR WASHES	157.50
20955	02/14/2019	MONTES, STEVEN	REISSUE TRAVEL EXPENSE FOR LOCC 1/16/19	118.60
20956	02/14/2019	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS - CLEVELAND AVE (EW) & GRANADA DR (NS)	600.00
20957	02/14/2019	PACIFIC GAS & ELECTRIC	01/19 SERVICES	1,101.04
20958	02/14/2019	JACQUES, SAMUEL	REIMBURSE FOR RELOCATION EXPENSE PER RES. 18-86	15,946.41
20959	02/14/2019	RODRIGUEZ, ARNOLDO	REIMBURSE AMTRAK FEE FOR MONTES, GALLEGOS, GARCIA	153.00
20960	02/14/2019	PIERCE CRANE INC	CRANE RENTAL FOR PUMP REMOVAL (1 POLE)	600.00
20961	02/14/2019	STANTEC ARCHITECTURE INC.	ARCHITECTURAL & ENGINEERING SVS	8,091.42
20962	02/14/2019	SUNCREST BANK	ERP SYSTEM EQUIPMENT/ FIRE TRUCK LOAN PMT	165,715.47
20963	02/14/2019	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JANUARY 2019	183.60
20964	02/14/2019	UNITED RENTALS, INC	SWEEPER RENTAL	10,300.64
20965	02/14/2019	VILLA GARDENING SERVICE INC	DEC 2018 AND JAN 2019 LAWN SERVICE - ACCORNERO PARK	550.00
20966	02/22/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,170.00
20967	02/22/2019	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR FEBRUARY 2019	174.00
20968	02/22/2019	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 02/22/19 PAYROLL	1,232.54
20969	02/22/2019	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT FEBRUARY 2019	1,271.17
20970	02/22/2019	AT&T	01/19 CALNET 3 SERVICES	191.06
20971	02/22/2019	BANK OF NEW YORK MELLON	CFD 2006-1 SPECIAL TAX BONDS SERIES 2018/GOLF COURSE PROJECT 1993 SERIES OUT OF POCKET EXPENSE	2,500.00
20972	02/22/2019	BATTALION DEFENSE, LLC	ACTIVE SHOOTER EQUIPMENT	7,514.17
20973	02/22/2019	BSK ASSOCIATES	WATER SAMPLES	456.00
20974	02/22/2019	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 02/22/19 PAYROLL	2,353.34
20975	02/22/2019	CALIFORNIA DEPARTMENT OF JUSTICE	JANUARY 2019 BLOOD ALCOHOL ANALYSIS	1,610.00
20976	02/22/2019	CAROLLO ENGINEERS, INC	PROFESSIONAL ENGINEERING DESIGN SERVICES DEC 2018	6,669.21
20977	02/22/2019	CHIARAMONTE, GIACHINO	PER DIEM - CPCA TRAINING SYMP 3/6-3/10	231.00
20978	02/22/2019	CITY OF MADERA	TOILET/INSTALLATION REBATE APPLY TO ACCT 9920895	200.00
20979	02/22/2019	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 02/22/2019 PAYROLL	977.49
20980	02/22/2019	COMCAST	02/14/19-03/13/19 SVS 8155500320092096	122.42
20981	02/22/2019	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - T BURNS & J DUNN - PD	64.95
20982	02/22/2019	MARIANNE CROXEN	8 SHIRTS FOR CODE ENFORCEMENT	43.20
20983	02/22/2019	DIAMOND COMMUNICATIONS	YOUTH AND PAN AM CENTER FIRE ALARM MONITORING	592.00
20984	02/22/2019	EMMETT'S EXCAVATION, INC.	WATER MAIN INSTALLATIONS VARIOUS LOCATIONS	42,922.49
20985	02/22/2019	ESTEVES, BRIAN	PER DIEM - CPCA TRAINING SYMP 3/6-3/10	231.00
20986	02/22/2019	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 02/01/19 - 02/14/19	8,981.25
20987	02/22/2019	FRESNO POLICE DEPARTMENT	RANGE CLASS FEE 1/28/19-2/1/19	144.00
20988	02/22/2019	GUARDIAN WESTERN SWEEPING INC.	JANUARY 2019 STREET SWEEPING	569.00
20989	02/22/2019	JEFFREY SCOTT ADVERTISING	2018 BRANDING STRATEGY & CONCEPTS AD - NOV 2018	3,500.00
20990	02/22/2019	ALAN LEE JONES	EVIDENCE INVENTORY SERVICES - PD	2,250.00
20991	02/22/2019	LANGUAGE LINE SERVICES, INC.	OVER THE PHONE INTERPRETATIONS - PD	55.73
20992	02/22/2019	LASSO, DORIAN	REIMBURSEMENT FOR UNIFORM REPLACEMENT - PD	126.31
20993	02/22/2019	LAWSON, DINO	PER DIEM - CPCA TRAINING SYMP 3/6-3/10	231.00
20994	02/22/2019	LINCOLN AQUATICS INC.	SERVICE CHARGES JULY - OCTOBER 2018	100.83
20995	02/22/2019	M A C E A	FEBRUARY 2019 MONTHLY DUES	2,337.50
20996	02/22/2019	M P O A	FEBRUARY 2019 MONTHLY DUES	7,349.64
20997	02/22/2019	M.C.E.A.	FEBRUARY 2019 MONTHLY DUES	395.00
20998	02/22/2019	MADERA PUMPS, INC.	WELL #20 REHAB	73,687.04
20999	02/22/2019	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR - PD J. EICHMAN/J. MACIEL/R. MAHONEY	2,549.28
21000	02/22/2019	MID-MGMT EMPLOYEE GROUP	FEBRUARY 2019 MONTHLY DUES	660.00
21001	02/22/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/22/2019 PAYROLL	2,166.68
21002	02/22/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/22/2019 PAYROLL	8,360.67
21003	02/22/2019	PACIFIC GAS & ELECTRIC	01/19 SERVICES 0443905948-8	10.51
21004	02/22/2019	FIERROS, ROSEMARY	PARK DEPOSIT REFUND - ROTARY YOUTH HUT	50.00
21005	02/22/2019	PROTZMAN, MELISSA	PARK DEPOSIT REFUND - ROTARY YOUTH HUT	50.00
21006	02/22/2019	PECK'S PRINTERY	PERSONNEL ORDER & 5150-72 HR HOLD APPLICATIONS	380.50
21007	02/22/2019	PETERS ENGINEERING GROUP	18-008.01 OLIVE AVE WIDENING JAN-JUN 2018	23,522.50
21008	02/22/2019	PROVOST & PRITCHARD CONSULTING GROUP	WATER LOSS AUDIT VALIDATION - JANUARY 2018	1,746.50
21009	02/22/2019	CASTILLO, BERNABE & GUILLERMINA	RELOCATION EXPENSE CLAIM #1 - RES. #18-86	1,517.50
21010	02/22/2019	CASTILLO, BERNABE & GUILLERMINA	RELOCATION EXPENSE CLAIM #2 - RES. #18-86	1,517.50
21011	02/22/2019	STANTEC CONSULTING SERVICES INC.	12/18 AND 01/19 CONSULTING SVS - WWTP PHASE 1 REHAB PROJECT	27,868.10
21012	02/22/2019	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 02/22/19 PAYROLL	150.00
21013	02/22/2019	TESEI PETROLEUM, INC.	FUEL 1/16/19-1/29/19 CDF, WWTP PROPANE, CITY 02/01/19-02/10/19	14,357.35
21014	02/22/2019	TRUKKI, MARK	PER DIEM - SLI #2 TRAINING	231.00
21015	02/22/2019	UNION PACIFIC RAILROAD CO.	PURCHASE OF REAL PROPERTY RES. #19-18 DATED 2/6/19	203,229.00
21016	02/22/2019	UNITED MUNICIPAL SECURITY	CD CHARGES	1,245.68
21017	02/22/2019	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 02/22/19 PAYROLL	24,274.51
21018	02/22/2019	VERIZON WIRELESS	CITY CELL PHONE CHARGES & CC IPADS SERVICES JAN 11 - FEB 10	7,590.90
21019	02/22/2019	WESTECH ENGINEERING, INC.	GRIT CLASSIFIER #2 REPAIR PARTS	6,313.57
21020	02/22/2019	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 (PRIVATE PLACEMENT)	1,750.00
			BANK # 1 - UNION BANK GENERAL ACCOUNT TOTAL	$1,346,480.56

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-3

SUBJECT:

Water Conservation Report for January 21st through February 17th

RECOMMENDATION:

Staff recommends that City Council review the attached report of water conservation activities and progress in reducing residential water consumption. This monthly report is for informational purposes only.

SUMMARY:

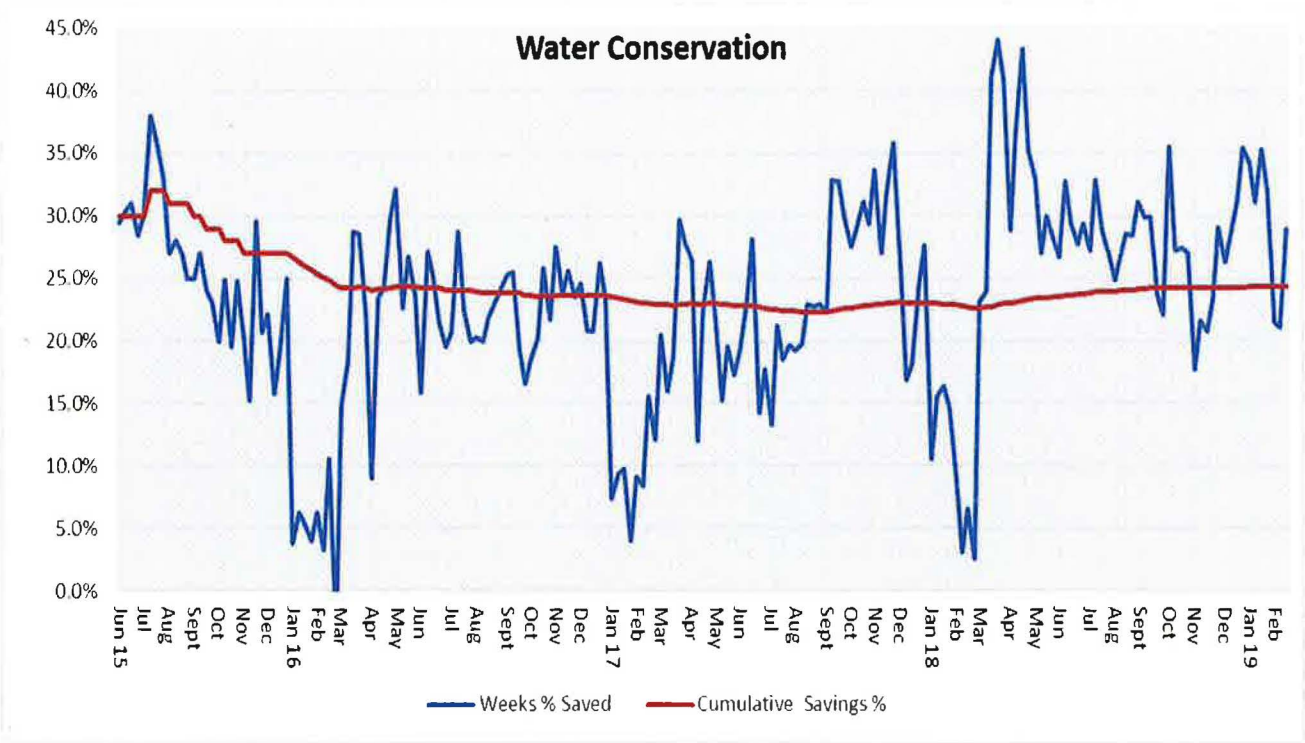
This report addresses four different areas of focus:

1. Water conservation and education
2. Water patrol activity
3. Water meter maintenance activity
4. Information on the overall capacity of the City's water wells, including the amount of production and reserve production capacity

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of January 21st through February 17th increased from 8.6 percent in 2018 to 25.9 percent this year. Below is the most current water conservation data.

Monthly Conservation	Cumulative Conservation
Jan. 21st Through Feb. 17th	June 1st, 2015 Through Feb. 17th, 2019
25.9%	**24.4%**



Water Conservation Outreach: As part of the Division's local outreach and education program, water conservation and rebate information presentations were made at the following events:

Conservation Outreach

Facebook and Twitter Postings
Water conservation tips and rebate program info

February Utility Billing Newsletter
Watering schedule and articles regarding water conservation helpful hints and rebate program

Events
Virginia Lee Rose Elementary School – 1/31/19 – (175 students)

Water Conservation Activities: In an effort to encourage water conservation, staff conducts extensive outreach in an attempt to educate customers. While on occasion an infraction may be issued, the vast majority of contacts are in the form of warnings and notices informing customers of areas that may need to be addressed. The following table provides a summary of such contacts.

Enforcement			
Individual Contacts	**115**	**1st offense ($75)**	**3**
Verbal Warnings	**11**	**2nd offense ($200)**	**0**
Maintenance Notices	**24**	**3rd or more offenses ($500)**	**0**

Water Meters: In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency, the water meter staff performed various repairs and/or meter programming at 79 properties. Customer concern investigations were conducted at 15 properties and resulted in the discovery of leaks at 12 properties, notification of need for irrigation adjustments at 1 property and provided requested usage or other information at 2 properties. Courtesy leak notifications were sent to an additional 27 properties.

System Capacity: The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. This information is summarized in the Status Report on the following page.

FINANCIAL IMPACT:

The expenses for implementing and administering water conservation activities occur within the Water Fund and have no impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage – Ensure continued water supplies to meet the demands of all Maderans through innovative reclamation, conservation and education on water use.

ALTERNATIVES:

This is an informational report; no alternatives have been identified.

ATTACHMENTS:

1. Status Report January 21, 2019 through February 17, 2019 - Water Production and Reserve Fire Flow Capacity

STATUS REPORT January 21st - FEBRUARY 17TH, 2019
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

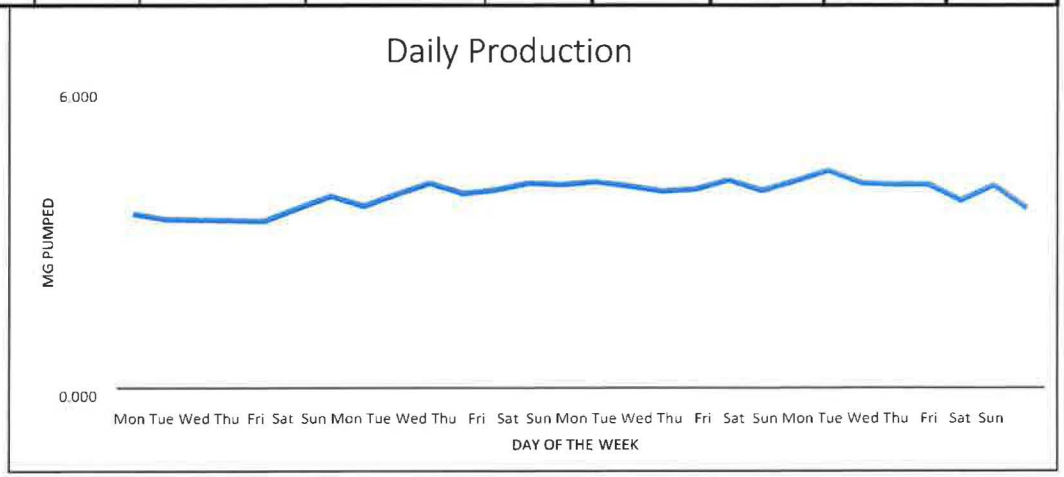
ATTACHMENT#1

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
1/21/2019	Mon	59	3.718	6pm-7pm	46	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/22/2019	Tue	58	3.608	6pm-7pm	45	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/23/2019	Wed	61	3.594	7pm-8pm	45	780,000	16	4	12	12922	Yes	Yes	Yes	Yes
1/24/2019	Thu	63	3.580	6pm-7pm	46	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/25/2019	Fri	66	3.565	2pm-3pm	46	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/26/2019	Sat	66	3.822	12pm-1pm	45	780,000	16	5	11	12450	Yes	Yes	Yes	Yes
1/27/2019	Sun	68	4.068	5pm-6pm	44	780,000	16	6	10	11850	Yes	Yes	Yes	Yes
1/28/2019	Mon	67	3.867	12pm-1pm	45	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/29/2019	Tue	66	4.107	7pm-8pm	45	780,000	16	5	11	13050	Yes	Yes	Yes	Yes
1/30/2019	Wed	69	4.331	6pm-7pm	44	780,000	16	6	10	11850	Yes	Yes	Yes	Yes
1/31/2019	Thu	59	4.120	6pm-7pm	44	780,000	16	6	10	11761	Yes	Yes	Yes	Yes
2/1/2019	Fri	64	4.198	12pm-1pm	45	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
2/2/2019	Sat	64	4.328	10pm-11pm	45	780,000	16	5	11	12071	Yes	Yes	Yes	Yes
2/3/2019	Sun	65	4.299	4pm-5pm	45	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
2/4/2019	Mon	60	4.359	9pm-10pm	45	780,000	16	5	11	12071	Yes	Yes	Yes	Yes
2/5/2019	Tue	54	4.272	6pm-7pm	44	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
2/6/2019	Wed	55	4.168	8pm-9pm	45	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
2/7/2019	Thu	58	4.208	7pm-8pm	44	820,000	16	4	12	13871	Yes	Yes	Yes	Yes
2/8/2019	Fri	60	4.385	12pm-1pm	46	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
2/9/2019	Sat	60	4.177	1pm-2pm	45	780,000	16	5	11	13020	Yes	Yes	Yes	Yes
2/10/2019	Sun	53	4.368	12pm-1pm	45	780,000	16	5	11	12071	Yes	Yes	Yes	Yes
2/11/2019	Mon	57	4.588	10am-11am	44	780,000	16	5	11	13050	Yes	Yes	Yes	Yes
2/12/2019	Tue	60	4.331	4pm-5pm	46	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
2/13/2019	Wed	66	4.300	8pm-9pm	45	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
2/14/2019	Thu	71	4.309	3pm-4pm	45	780,000	16	4	12	13841	Yes	Yes	Yes	Yes
2/15/2019	Fri	59	3.974	3pm-4pm	46	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
2/16/2019	Sat	55	4.281	12pm-1pm	45	780,000	16	6	10	11250	Yes	Yes	Yes	Yes
2/17/2019	Sun	54	3.817	5pm-6pm	45	680,000	16	3	13	15441	Yes	Yes	Yes	Yes

* Goal is to keep system above 30 psi., below 20 cause regulatory issue.
** Elevated tank has a 1,000,000 gallon maximum capacity.

19 **Total Wells**
2 **Wells Not Available**
#16 Being Retrofitted for Submersible Pump to Gain 500 gpm
#27 Redevelopment in process

17 **Number of Wells Available**



Return to Agenda

REPORT TO CITY COUNCIL

Approved by:
Wendy Silva, Director of Human Resources
Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019
Agenda Number: B-4

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.

SUMMARY:
The purpose of this report is to provide the City Council an informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:
The Civil Service Commission was unable to conduct business at its regularly scheduled meeting on February 5, 2019, due to lack of a quorum. The Commission met February 12, 2019, and approved the following eligibility lists:

- Animal Control Officer
- Police Officer Trainee
- Wastewater Treatment Plant Operator III

The following individuals began employment with the City since our last report:

Name	Position	Department	Effective Date
Brian Marcello	Park Aide	Parks & Community Services	2/4/19
Jerry Bowles	Park Aide	Parks & Community Services	2/4/19

There were no promotions or transfers since our last report.

The following employees separated from employment since our last report.

Name	Position	Department	Effective Date
Stephanie Vela	Accounting Technician III	Finance, Accounts Payable	1/21/19
Iliana Contreras	Administrative Assistant	Public Works, Administration	1/29/19
Matthew Autry	Police Officer II	Police Department	1/31/19
Julian Garcia	Police Officer II	Police Department	1/31/19
Juan Martinez	Public Works Maintenance Worker II	Public Works, Streets Division	2/8/19
Brent Richardson	City Attorney	City Attorney's Office	2/16/19

FINANCIAL IMPACT:
Funding for positions and employees to fill those positions is contemplated annually by the City 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, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-5

SUBJECT:
Consideration of a Minute Order Rejecting a Claim Filed by Robert Wilson

RECOMMENDATION:
It is recommended Council reject the claim filed by Mr. Wilson.

SUMMARY:
Robert Wilson, through his attorney Barry Bennett, has filed a claim against the City alleging breach of oral contract.

DISCUSSION:
Mr. Wilson's claim alleges that he carried out additional work duties of the Successor Agency to the former Madera Redevelopment Agency under an oral promise for additional compensation. He further alleges that the City Council, in not offering him additional compensation, committed a breach of oral contract, as well as a breach of covenant of good faith and fair dealing. He is seeking unlimited civil damages.

The City has obtained outside legal counsel for representation on this matter through Jesse Maddox of Liebert Cassidy Whitmore. The claim does not have coverage through the Central San Joaquin Valley Risk Management Authority because there is an exclusion in the Memorandum of Coverage for the Liability Pool relating to breach of contract claims. The claim does not have coverage through the Employment Risk Management Authority because there is an exclusion of coverage for claims regarding employee compensation.

FINANCIAL IMPACT:
Rejection of a claim filed under the tort claim statute does not cause an immediate financial impact. Rejection begins the time period during which a claimant can enter into settlement discussions or decide to file an action with the Court. The City is responsible for payment for legal

representation on our behalf, and such matters are accounted for in the contracted legal services line item of the Insurance Reserve Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:
If Council does not take action to formally reject the claim, the claim will be rejected by operation of law.

ATTACHMENTS:
1. Claim submitted by Mr. Wilson.

CLAIM FOR DAMAGES

Madera City Clerk
RECEIVED
By: Alvarez
Date: 1/25/19

CLAIMANT: **Robert Wilson**
ADDRESS: [redacted]

NOTICES ARE TO BE SENT TO:

Barry J. Bennett
Bennett, Sharpe & Bennett, Inc.
2444 Main Street, Suite 150
Fresno, California 93721
Phone (559) 485-0120
Fax (559) 485-5823
Email: barry@bennettsharpe.com

DATE OF INJURY:

The actions described herein commenced on and after December 6, 2018 and continuing to date.

LOCATION OF INJURY:

City Hall, Madera, California

CIRCUMSTANCES:

See attached narrative.

LIABILITY:

Breach of oral contract; breach of covenant of good faith and fair dealing

DESCRIPTION OF LOSS:

Loss of salary for work performed in good faith reliance

NAMES OF ENTITY AND EMPLOYEES CAUSING LOSS:

Successor Agency to the Former Madera Redevelopment Agency, City Of Madera; Andrew Medellin, Mayor, City of Madera and Presiding Officer of the Successor Agency to the Former Madera Redevelopment Agency

JURISDICTION:

Jurisdiction will lie in the California Superior Court. This claim would not be a limited civil case, and exceeds $25,000.00.

Claimant requests that all documents, and any other such relevant evidence related to this incident be preserved.

Dated: January 22, 2019

LAW OFFICES OF
BENNETT, SHARPE & BENNETT, INC.

By Barry J Bennett
BARRY J. BENNETT
Attorneys for Claimant

ROBERT WILSON - CLAIM FOR DAMAGES

Prior to January 11, 2012, Claimant occupied the position of Business Manager for the Redevelopment Agency for the City of Madera, reporting to the Executive Director of said Agency. Effective January 11, 2012, as a result of changes in California law, the City Council of the City of Madera enacted Resolution no. CC 12-08, by which the City Council accepted the designation as the Successor Agency to the former Madera Redevelopment Agency (hereinafter "Successor Agency"). On April 11, 2012 the Madera City Council, acting in the capacity as the Successor Agency, adopted By-Laws for the Successor Agency, naming the Mayor and Mayor Pro Tempore as Officers of the Successor Agency, providing for the employment of an Executive Director and other employees of the Successor Agency, and providing for the appointment of a Business Manager by the Executive Director. The Executive Director of the Successor Agency remained in office, and designated Claimant to continue as Business Manager of the Successor Agency. The salary of the Executive Director was substantially higher (more than double) than that of the Business Manager

In December, 2017, the Executive Director of the Successor Agency resigned and, on February 14, 2018, at a public meeting of the Successor Agency, Claimant was appointed to be the Executive Director of the Successor Agency and entered into a n oral agreement to so serve, thereby assuming the duties and responsibilities of the position of Executive Director. The terms of said agreement were oral, in that the expected duration of the Successor Agency was expressly stated to be 18-24 months before all the funds of the Agency had been committed, and all properties held in the Successor Agency's name disposed of, and all terms of the former Executive Director's employment were to remain the same, except for salary. The City Council, acting as the Successor Agency, designated an ad-hoc committee to, inter alia, research the question of salary, and negotiate a fair salary with Claimant. Claimant accepted those terms, and the position of Executive Director of the Successor Agency, in reliance on the good faith of Respondents herein.

For the next 10 months, and continuing to date, Claimant dutifully discharged and carried out the higher duties and greater responsibilities of the position of Executive Director of the Successor Agency, working with a reduced staff and limited resources to carry on the work of the Successor Agency and to bring the work of the Successor Agency to a close, Periodically, Claimant contacted the Mayor to establish a meeting date on which the salary of the position of Executive Director could be discussed and finalized, but the Mayor delayed having a such meeting and did not respond to Claimant's inquiries, except to assure Claimant, at a mee5ting on September 19, 2018, that any salary adjustment for the added responsibilities of Executive Director, would be retroactive. Claimant then continued to perform the duties of Executive Director of the Successor Agency, with the apparent assurance that his salary adjustment would be retroactive to the beginning of his tenure as Executive Director.

On December 6, 2018, the Mayor and Councilmember Gallegos (the members of the ad-hoc committee) met with Claimant and stated that the Mayor had, in closed session, met with members of the Successor Agency and that the members had decided that, even though Claimant had performed the work of Executive Director for 10 months already, the Successor Agency was going to offer Claimant no additional compensation for his performance of the higher duties and responsibilities of the position, and that Claimant would continue to receive his compensation as Business Manager of the Successor Agency, notwithstanding his performance of duties and responsibilities of a higher, managerial, positon. In so doing, Claimant submits, Mayor Medellin and the Council - violated the covenant of good faith and fair dealing which attaches to every contract in the State of California, and is liable to Claimant in an amount to be determined, but which is in excess of $25,000.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-6

SUBJECT: **Consideration of a Resolution Appointing Mr. Steve Salter as a Member of the City of Madera Transit Advisory Board Representing District 4 (Council Member Derek Robinson).**

RECOMMENDATION: Staff recommends City Council (Council) adopt a resolution appointing Mr. Steve Salter as a member of the City of Madera Transit Advisory Board (TAB).

SUMMARY: This appointment serves to fill one vacancy representing District 4 on the City's seven-member TAB. The appointment will help the TAB consistently achieve a quorum with no vacancies remaining on the TAB.

DISCUSSION: The TAB serves our community by providing feedback and oversight regarding the operation of the City of Madera's public transit system. Members of the TAB typically have transit knowledge and experience which is beneficial when making recommendations to improve the City's transit services.

Mr. Salter has applied to serve on the TAB as Council Member Derek Robinson's representative for District 4, filling a vacancy left by the resignation of Mr. Ramon Lopez-Garcia. Mr. Salter is a resident of Madera, qualified and willing to serve on the TAB. As Council Member Robinson's nominee, if Mr. Salter is appointed to the TAB by the Council, his term of service will be consistent with the term of Council Member Robinson's Council term and will therefore expire on December 2020.

FINANCIAL IMPACT: There is no fiscal impact with the recommended action. Members of the TAB serve without compensation. However, payment for any necessary expenses incurred in the conduct of pertinent TAB business may be paid by the City upon approval of the Transit Program Manager, or his/her designee.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The appointment of qualified Transit Advisory Board Members addresses components within Strategy 121. Multi-modal

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

ALTERNATIVES:

1. Council may approve the appointment of Mr. Salter to the TAB or may choose not to act on the resolution. In which case, the District 4 appointment vacancy would remain open until an appointment is approved.

ATTACHMENTS:

1. Resolution to appoint a Transit Advisory Board (TAB) Member
2. Steve Salter TAB Application

RESOLUTION NO. 19 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MR. STEVE SALTER AS A MEMBER OF THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 4 (COUNCIL MEMBER DEREK ROBINSON).

WHEREAS, Councilmember Derek Robinson has nominated Mr. Steve Salter for appointment to the City of Madera Transit Advisory Board (TAB); and

WHEREAS, Mr. Salter is a resident of Madera, qualified and ready to serve the TAB.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY FINDS RESOLVES AND ORDERS AS FOLLOWS:

1. The above recitals are true and correct.
2. Steve Salter is hereby appointed to the office of the Transit Advisory Board of the City of Madera for the term prescribed by law.
3. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

RECEIVED
OFFICE OF THE CITY CLERK

JAN 03 2019

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
____ CDBG Review and Advisory Committee	____ Loan Review Committee
____ Planning Commission	_X_ Transit Advisory Board
____ Other:_____	

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Salter	Steve	M.
HOME ADDRESS	**CITY, STATE, ZIP**	**HOME PHONE**
[redacted]		
MAILING ADDRESS	**CITY, STATE ZIP**	**E-MAIL ADDRESS**
SAME		[redacted]
EMPLOYER	**JOB TITLE**	**BUSINESS PHONE**
Youngs Market Co.	Sales Rep	[redacted]

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?
10 YEARS 5 MONTHS	X YES ___ NO	___ YES X NO

EDUCATIONAL BACKGROUND:
Modesto Junior College – General Ed 1984, 1985

30 years Experience in Sales and Distribution

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:

As a 10+ year resident of Madera I am very passionate about our community and I know that my input would have a positive effect For the following Boards and Committees

REFERENCES (Optional):

Mayor Andy Medellin

Council Member Derek Robinson Dist 4

1-3-2019
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:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-7

SUBJECT:

Consideration of a Resolution Approving a Host Agency Agreement between the Senior, Employment and Redevelopment (SER) Program and the City of Madera for Senior Employment Services, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements

RECOMMENDATION:

Staff recommends the City Council (Council) take the three actions below.

1. Adopt the resolution approving the Agreement with SER for their Senior Community Service Employment Program (SER-SCSEP) to provide paid work experience for Madera's qualifying seniors.
2. Authorize the Mayor to execute the Agreement on behalf of the City.
3. Authorize impacted department directors to execute individual Worksite Agreements for program participants as work opportunities are identified.

SUMMARY:

SER National is a private nonprofit corporation that helps underserved people achieve economic freedom and self-sufficiency through employment, education and empowerment. One of SER's programs is the SCSEP which focusses its efforts on the training and employment needs of senior workers. The program fosters and promotes useful part-time opportunities for individuals who are over 55 years old and who have the greatest economic need. All wages and workers compensation resources are paid by SER National. By renewing this Agreement, the City will continue to realize the benefits of seniors working at various City sites.

DISCUSSION:

Since July 2003, SER National has been funded by the U.S. Department of Labor to operate focusing on the training and employment needs of the mature worker. SER currently serves over

3,500 participants in over 250 counties in 6 states. SER-SCSEP, in its fourteenth year of operation, is administered in the following states: California, Colorado, Kansas, Missouri, Texas, and Wisconsin.

Participants in the SER-SCSEP come from all walks of life, have diverse work experiences, and possess various levels of education. SER partners with local non-profit organizations (host agencies) to provide participants with training opportunities to update their skills. SER-SCSEP has been successful in placing individuals in full and part-time jobs which benefit them both economically and socially.

SCSEP is a community service and work-based training program for older workers. Authorized by the Older Americans Act, the program provides subsidized, service-based training for low-income persons 55 or older who are unemployed and have poor employment prospects. The SER agency is a national network of employment and training organizations that formulates and advocates initiatives that result in the increased development and utilization of America's human resources. The SCSEP fosters and promotes useful employment opportunities for individuals. The goal is to develop job skills and contacts that the seniors might use to create work opportunities for themselves. SER pays all participants at the federal/state minimum wage as well as providing them coverage for workers' compensation. Through our ongoing partnership with SER-SCSEP, the City is obligated to provide meaningful work experience, supervision, training and a safe work environment to program participants.

The City has a long history of cooperative work with the SER agency and currently hosts SCSEP clients at sites where the City provides programming for seniors including the Frank Bergon Senior Center. SER-SCSEP clients have been stationed in the past at the John W. Wells Youth Center, Pan-Am Community Center, and in various departments at City Hall, including Planning, Building and Engineering. There are currently City facilities and departments that are awaiting workers to be assigned.

FINANCIAL IMPACT:

General Fund relief is a beneficial by-product of the work the SCSEP participants perform; the program is designed primarily for the benefit of the clients and not with the intent of replacing City workers. Any ancillary costs (safety equipment, aprons and gloves, occasional background checks/fingerprinting etc.) borne by the City are compensated by the value of the participants' work (estimated at $34,000 based on the average annual Full-Time Equivalent (FTE) for the number of participants provided by the program). The value of work is proportional to the number of SER clients placed in City service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 215 - Ensure educational and occupational opportunities are available for all Maderans.

Strategy 342.3 - Collaborate with agencies to provide support and opportunities for Madera's seniors.

Strategy 113 - Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.

ALTERNATIVES:

Should the Council choose not to enter this Agreement, no participants from SER-SCSEP will be placed in the City for work experience.

ATTACHMENTS:

There are two attachments to this report.

1. A Resolution.
2. The Agreement between the City and SER-SCSEP.

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SCSEP AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING IMPACTED DEPARTMENT DIRECTORS TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS

WHEREAS, the City of Madera provides supportive services including employment opportunities to community seniors; and

WHEREAS, the Senior Employment Redevelopment (SER) Senior Community Service Employment Program (SCSEP) fosters and promotes useful part-time opportunities for individuals over 55 years old and with the greatest economic need; and

WHEREAS, SER is requesting the City enter into an Agreement for placing their clients in part-time paid job skills training at various City sites; and

WHEREAS, said Agreement is in the best interests of the program clients, SER and the City.

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 Host Agency Agreement between SER-SCSEP and the City of Madera, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is approved.
3. The Mayor is authorized to execute the Agreement with SER on behalf of the City of Madera.
4. Impacted Department Heads are authorized to execute individual worksite agreements and related documents.

5. This resolution is effective immediately upon adoption.

* * * * * * * *

SER SCSEP

(This is a Training Program for SCSEP Participants)

61 - HOST AGENCY AGREEMENT

See Sections 11, 13, & 27 of the SOP

Agency/Organization: City of Madera **FEIN**: 94-6000365

The Senior Community Service Employment Program (SCSEP) aids unemployed low income individuals, 55 years and older, in re-entering the workforce by providing subsidized community service training assignments with non-profit and government agencies to gain experience. **Thank You** for partnering with SER SCSEP to enhance employment opportunities for the participants that will be assigned with your agency/organization. Your agency will assist participants with meaningful training opportunities to update and/or develop job skills needed to obtain unsubsidized employment.

SER SCSEP responsibilities:

- Assessment of the participant's skills;
- Development of a customize employment plan;
- Assignment to a suitable training site;
- Create a list of training activities and appropriate schedule for each participant;
- Provide compensation (at the federal/state minimum wage) to participants for training;
- Provide job search guidance through employment referrals and job readiness workshops;
- Communicate to host agencies any changes in regards to training and/or SCSEP policies and procedures;
- Make available opportunities for participants to rotate to other host sites for additional training experience;
- Conduct annual/bi-annual informational Host Agency meetings; and
- Cover all SER participants under a worker's compensation insurance policy during training hours.

Agency/Organization responsibilities:

- Provide supervision, orientation, training, safe training site and adhere to all applicable state laws regarding meal/rest breaks;
- Abide by agreed-upon training schedule and submit properly prepared and signed timesheets.
- Adhere to the policies/procedures outlined in the SER SCSEP Handbook;
- Consider hiring the participant if appropriate openings occur [no special consideration is implied];
- Cover the cost for background checks, health screenings or drug testing required by the agency;
- Maintain open communication with the SCSEP staff regarding the participant's training and any issues/situations;
- Inform SCSEP staff when the participant gets a job.
- Agree not to use participants as substitutes for permanent employees; to displace currently employed or laid off employee [within 2 years]; or to reduce regular hours, wages or benefits.
- Agree not to compensate the participant in any form or manner;
- Attend SER SCSEP host agency meetings; and
- Provide a copy of the following upon request: General Liability Insurance, IRS 501(c)(3) letter [non-profits], an annual HA Assessment of SCSEP, and supervisor hours for In-kind services provided [if applicable].

This agreement will be in effect from the date signed until June 30 of following year [one program year]; a renewal of this partnership must be signed each program year [July – June].

The subsequent representative's signature on this agreement acknowledges that each supervisor will read and adhere to the above requirements. It further signifies your agency accepts and agrees to cooperate with SER SCSEP.

Please check each appropriate box:

Type of Agency/Organization:	Participant Supervisor is Paid From:	Additional Sites:
☐ Non-Profit Organization -- IRS code 501(c)(3)-- documentation attached	☐ Federal funds	☐ No
☒ Public Organization - Government agency Including federal, state, county, or city	☒ Non-federal funds Supervisor Hourly Pay Rate: _____	☒ Yes -- fill out Form# 62 (HAA- Additional Sites)

City of Madera	Select Office Name Ser – Fresno
Agency/Organization – Main Office Location	SER SCSEP Site
205 West 4th Street Madera, CA 93637	255 N. Fulton St. #106 Fresno, CA 93726
Address City, State, ZIP	Address City, State, ZIP
(559) 661-5400 (559) 674-2972	559-452-0881 559-803-6154
Telephone & Fax	Telephone & Fax
mseay@cityofmadera.gov	Peggy@sercalifornia.org
Email	Email
Andrew J. Medellin	Peggy Mondibles
Agency/Organization Representative Name (Print)	SER SCSEP Staff Name (Print)
Agency/Organization Representative Signature Date Signed	SER SCSEP Staff Signature Date Signed

Original: Host Agency File **Copy:** Host Agency, SER National-In-Kind Effective 07/01/2017

Indemnity Language – Mutual Indemnification/Partner Agency

Now, therefore, Other Entity and Agency agree to the following:

Other Entity shall indemnify and save harmless the Agency, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of Other Entity, its officers, agents, employees and/or servants in connection with the Activity.

Agency shall indemnify and save harmless Other Entity, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the Agency, its officers, agents, employees, and/or servants in connection with the Activity.

SER SCSEP

(This is a Training Program for SCSEP Participants)

62 - HOST AGENCY AGREEMENT-ADDITIONAL SITES

Please attach to the Host Agency Agreement

See Sections 11, 13, & 27 of the SOP

Host Agency Name: **City of Madera**

205 West 4th Street	Madera,	California	93638
Mailing Address	City	State	ZIP
205 West 4th Street	Madera,	California	93638
Physical Address	City	State	ZIP

Telephone & Fax (559) 661-5495 (559) 675-3629 Email mseay@cityofmadera.gov

Mary Anne Seay — Contact Person Name (Print)

Director of Parks & Community Serv. — Title

Other Host Agency Authorized Sites **[each site listed below must have a separate Host Agency File]**

Name: John W. Wells Youth Center Phone No. (559) 661-5495

701 East 5th Street — Madera, California 93637 (Address / City / State / ZIP)

Telephone & Fax (559) 661-5495 (559) 675-3629 Email eruiz@cityofmadera.gov

Elizabeth Ruiz — Contact Person Name (Print)

Administrative Assistant — Title

****

Name: Frank Bergon Senior Center Phone No. (559) 673-4293

238 South D Street — Madera, California 93638 (Address / City / State / ZIP)

Telephone & Fax (559) 673-4293 (559) 673-7848 Email cfolk@cityofmadera.gov

Corinne Long-Folk — Contact Person Name (Print)

Senior Program Coordinator — Title

****

Name: Pan American Community Center Phone No. (559) 675-2095

703 Sherwood Way — Madera, California 93638 (Address / City / State / ZIP)

Telephone & Fax (559) 675-2095 (559) 673-0568 Email cfolk@cityofmadera.gov

Corinne Long-Folk — Contact Person Name (Print)

Senior Program Coordinator — Title

****

Name: City of Madera, Public Works Phone No. (559) 675-2095

1030 South Gateway Drive — Madera, California 93637 (Address / City / State / ZIP)

Telephone & Fax (559) 661-5466 Email mchurch@cityofmadera.gov

Mary Church — Contact Person Name (Print)

Administrative Analyst — Title

SER SCSEP

(This is a Training Program for SCSEP Participants)

64 - HOST AGENCY ORIENTATION

See Sections 11, 13, & 28 of the SOP

Host Agency Name: City of Madera

List *host agency staff* attending this SCSEP Orientation: (Include in these orientations any HA employee who will oversee participants)

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Orientation conducted by: _____ _____
Name Title

Instructions: *Conduct the orientation along the following guidelines. Place a check mark next to the topic as it is discussed.*

1. **SER SCSEP Handbook (HB)** Number of copies of the handbook provided _____
2. **SCSEP Orientation** Explain the agreement and goals and mission of SCSEP ☐
3. **Participant Training Plan** Discuss the development of the training plan ☐
4. **Assignments/Rotations/Community Service Assignment** (CSA) ☐
   Discuss length of assignments, and CSA purpose
5. **In-Kind Contributions** ☐
   Discuss importance of federal funds in relation to in-kind and its purpose
6. **Evaluation of Participants** Discuss how feedback is used to benefit the participant ☐
7. **Participant Meetings** Discuss frequency, length and purpose ☐
8. **Safety and Accident Reporting** ☐
   Explain SER injury reporting and the importance of immediate reporting
9. **Payroll and Timesheets** ☐
   Explain the periods, procedures for completing the *Time and Attendance Report*, & schedule
10. **Host Agency Meetings** Discuss the importance of the HA attending ☐

_____ _____
SER SCSEP Staff Conducting Orientation Signature Date Signed

_____
Host Agency Representative Name (Print)

_____ _____
Host Agency Representative Signature Date Signed

SER SCSEP

(This is a Training Program for SCSEP Participants)

65 - Host Agency Safety Inspection Checklist

See Sections 11, 13, & 27 of the SOP

Host Agency: **City of Madera**

Location: _____

Date of last safety inspection by SER SCSEP: _____

	YES	NO	N/A	Follow-up
Outside the Facility				
1. Grounds Clean and Free of Debris	☐	☐		
2. Free of Tripping Hazards (uneven walkway, pot holes, etc.)	☐	☐		
3. Walkways Safe and Well Lit	☐	☐	☐	
4. Stairs/Steps Marked With Bright Paint	☐	☐	☐	
5. Construction, Ditches, Manholes Covered or Marked Properly	☐	☐	☐	
6. External Doors/Windows in Good Condition	☐	☐		
7. Rock Salt/Shovel Available for Clearing Ice/Snow	☐	☐	☐	
Inside the Facility				
8. Internal Doors in Good Condition	☐	☐		
9. Windows/Window Coverings in Good Condition	☐	☐	☐	
10. All Lights Working Properly	☐	☐		
11. Each Emergency Exit Marked Properly, Illuminated, and Unobstructed	☐	☐		
12. Floors Clean and Free of Tripping Hazards (Cords, Rugs)	☐	☐		
13. Yellow Lines on Steps Marked Properly	☐	☐	☐	
14. Heating and/or Air Conditioning Working Properly	☐	☐		
15. Exhaust Fans, Dust Collectors Working Properly	☐	☐		
16. Ceiling in Good Condition (Any Signs of Water Damage)	☐	☐		
17. All Electrical Boxes/Cabinets Covered	☐	☐		
18. Flammable Liquids Stored Properly and Secured	☐	☐	☐	
19. Fire Extinguishers are visible and accessible	☐	☐		
20. Fire Drills/Evacuation Procedures in Place	☐	☐		
21. Training Area Clear and with Easy Access to Exits	☐	☐		
22. First Aid Kit easily accessible	☐	☐		

Name of staff conducting inspection (Print) _____ Signature of staff conducting inspection _____

Date of Inspection: _____ Copy provided to agency? ☐ Yes ☐ No

Original: Host Agency File

SER SCSEP

(This is a Training Program for SCSEP Participants)

9 - Participant Training: Time and Attendance Report -- CSA

PARTICIPANT NAME: _____ **PAY ID (See Pay Stub):** _____

PAY PERIOD:# _____ **From:** _____ **To:** _____

FIRST WEEK Day	Date	Time In	Time Out	Time In	Time Out	CSA Hours	Sick Leave	CRT Hours
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
					WEEK 1 TOTAL			
SECOND WEEK Day	Date	Time In	Time Out	Time In	Time Out	CSA Hours	Sick Leave	CRT Hours
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
MONDAY								
TUESDAY								
WEDNESDAY								
					WEEK 2 TOTAL			
					GRAND TOTAL HOURS	0		

SER LOCAL OFFICE USE ONLY

SER LOCAL OFFICE USE ONLY

Instructions:

Submit timesheet by noon Thursday after the pay period ends:

Select Office Name

Fax: 1-

Email

1. Minutes must be in increments of 15 (i.e. 00-15 mins = .25; 16-30 mins = .50, 31-45 mins = .75, over 45 mins = 1.0).
2. Maximum training hours per day is eight (8); and minimum is three (3).
3. ***BREAKS:*** Training periods **exceeding 5 hours**, entitles the participant to an **unpaid meal break of 30 minutes** in which they are relieved of all duties.
4. ***California Only:*** Sick Leave is mandatory per California's state law. Attach the ***Notice of Sick Leave*** (#29a) form for days sick leave is used.

HA SUPERVISOR HOURS: The hours the supervisor spends providing guidance and supervision to the participant. **This applies only to supervisors paid with Non-Federal funds.** Insert the number of supervisor hours in the box. **[Not to exceed 20].** _____

CALIFORNIA ONLY WAIVER: I, the participant, give my consent that I WAIVE my 30-minute unpaid meal break only when my scheduled shift will be completed in 6 hours or less in one workday._____(Participant's Initials)

_____
SCSEP Staff's Printed Name

_____
HA Name & Location (City & State)

_____
HA Supervisor's Printed Name

I, the **participant** & **HA supervisor**, hereby certify the hours reported are true, correct and complete to the best of my knowledge and belief.

_____ _____
SCSEP Staff's Signature Date Signed

_____ _____
HA Supervisor's Signature Date Signed

_____ _____
SCSEP Participant Signature Date Signed

Effective 07/01/2018 [CA CO only]

SER SCSEP

(This is a Training Program for SCSEP Participants)

9 - PARTICIPANT TRAINING: TIME AND ATTENDANCE REPORT – CSA

PARTICIPANT NAME: _____ **PAY ID** (See Pay Stub): _____

PAY PERIOD #: (559) **From:** _____ **To:** _____

First Week Day	Date	CSA Hours	CRT Hours
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
	WEEK 1 TOTAL	0	
Second Week Day	**Date**	**CSA Hours**	**CRT Hours**
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
	WEEK 2 TOTAL	0	
	GRAND TOTAL HOURS	0	

SER LOCAL OFFICE USE ONLY

SER LOCAL OFFICE USE ONLY

Instructions:

Submit timesheet by noon Thursday after the pay period ends:

Select Office Name

Fax:
Email:

1. Minutes must be in increments of 15 (i.e. 00-15 mins = .25; 16-30 mins = .50, 31-45 mins = .75, > 45 mins = 1.0).
2. Maximum training hours per day is eight (8); and minimum is three (3).
3. ***BREAKS:*** The **TOTAL HOURS** per training day is inclusive of all mandatory compensated or uncompensated *meal and/or rest break* per appropriate state law.

HA SUPERVISOR HOURS: The hours the supervisor spends providing guidance and supervision to the participant. **This applies only to supervisors paid with Non-Federal funds.** Insert the number of supervisor hours in the box: ***[Not to exceed 20]***. ☐

I, the **participant** & **HA supervisor**, hereby certify the hours reported are true, correct and complete to the best of my knowledge and belief.

_____
HA Name & Location (City & State)

_____
SCSEP Staff's Printed Name

_____
HA Supervisor's Printed Name

_____ _____
SCSEP Participant Signature Date Signed

_____ _____
SCSEP Authorized Signature Date Signed

_____ _____
HA Supervisor's Signature Date Signed

Effective: 07/01/2018 [all areas except CA & CO]

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-8

SUBJECT:

Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing Impacted Department Directors to Execute Individual Worksite Agreements

RECOMMENDATION:

Staff recommends that the City Council (Council) take the three actions below.

1. Adopt the resolution approving the Agreement with the Kings View Skills4Success (KV/S4S) Program to provide paid work experience for Madera youth.
2. Authorize the Mayor to execute the Agreement on behalf of the City.
3. Authorize impacted department directors to execute individual Worksite Agreements for program participants as work opportunities are identified.

SUMMARY:

Kings View provides a variety of services to the Madera community including mental health, drug treatment/prevention, services for the developmentally disabled, and job assistance. Their job assistance programming is tailored to provide young people (ages 16 to 24 years old) with paid work experience in different settings throughout the community. Kings View places participants in agencies with whom they have executed Agreements. It is our collective hope to enter into a two-year Agreement between the City and Kings View. The City has entered into similar Agreements with Kings View in past years, though they have been one year terms.

DISCUSSION:

The City is being asked to enter into an Agreement with Kings View to enhance vocational choices and increase opportunities for their participants. The Agreement also provides the City with labor and the opportunity to train and recruit local talent.

All salaries, Worker's Compensation Insurance, a safety orientation, and accident and emergency procedure training will be provided by Kings View. On-site training and supervision will be provided by City staff.

Kings View also provides participants with instruction on employment related topics such as: job shadowing, life skills, employment readiness skills, career counseling, supportive services, and work experience. Participants can utilize new skills learned in the classroom and in actual work situations. In the past, the City has utilized Kings View participants in senior services, after-school programming, parks maintenance, and office assistance in Parks, Public Works and Engineering. Though the work assignments are structured to be a training experience and not a substitution for permanent paid staff, the program has been mutually beneficial for the City and the program participants.

FINANCIAL IMPACT:
There is no General Fund impact from the recommended actions. The additional labor however, benefits the City by increasing staff support without negatively impacting City resources.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The Agreement with Kings View services the following Vision Plan strategies:

- **Strategy 335.1**: Develop or strengthen alliances between City and other agencies to encourage internships or employment opportunities.

- **Strategy 111**: Promote greater alignment of local government agencies under a shared community vision.

- **Strategy 408:** Expand economic opportunities available to all Maderans by providing an avenue for youth employment.

ALTERNATIVES:
Should the Council choose not to execute this Agreement, participants from the KV/S4S would not be placed in the City for work experience.

ATTACHMENTS:
There are two attachments to this report.

1. A Resolution.
2. The Agreement between Kings View and the City

RESOLUTION NO. 19 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH KINGS VIEW SKILLS4SUCCESS PROGRAM TO PROVIDE PAID WORK EXPERIENCE FOR MADERA YOUTH, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING IMPACTED DEPARTMENT DIRECTORS TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS FOR PROGRAM PARTICIPANTS

WHEREAS, the Kings View Corporation administers the Skills4Success job training program within Madera County; and

WHEREAS, Skills4Success provides training and job skills to Madera County youth, including a Paid Work Experience component; and

WHEREAS, the City of Madera (City) has opportunities available for paid employment that enhance job skills and provide valuable work experience for program participants; and

WHEREAS, Kings View and the City have prepared an Agreement that details the responsibilities of Kings View and the City for participation in the program; and

WHEREAS, the Agreement is in the best interests of the City, Kings View, and its program participants.

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 Agreement with Kings View, a copy of which is on file with the Office of the City Clerk and referred to for full particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. The impacted City of Madera Department Directors are authorized to execute individual Worksite Agreements for program participants.
5. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

CAREER EDUCATION AND EXPLORATION PROGRAM

WORKSITE AGREEMENT

This document constitutes a non-financial agreement between the Kings View Skills4Success, hereinafter KV/S4S and City of Madera, the C.E.E.P. Worksite Agency. The effective dates of this agreement are from 03/06/2019 to 07/31/2021, unless terminated sooner.

The C.E.E.P. Worksite Agency, agrees to do the following:

1. Provide work experience training for participants, based on the approved training outline (Exhibit A). If the worksite determines that a change of job duties is necessary, the Employment and Training Office must be contacted for approval.

2. Provide a safe, healthy work environment for all participants.

3. Follow all KV/S4S time and attendance policies (Exhibit B).

4. Clearly post Work Permits and Emergency Cards in the participants' work areas. Copies of the Emergency Cards must accompany the youth anytime they leave the worksite.

5. Provide sufficient work, equipment and materials.

6. Ensure that participants will not be placed at worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at any time. Instruction and participation in religious activities are also prohibited.

7. Ensure that participants do not engage in political, union, religious or fundraising activities during work hours.

8. Provide each participant with an orientation to consist, at the minimum, of the topics listed in Exhibit C.

9. Release participants for workshops, counseling and related activities as scheduled by KV/S4S.

10. Notify KV/S4S of participant actions which require corrective measures, counseling, discipline or termination from the program.

11. Ensure that youth are supervised at all times.

12. Prohibit participants from being supervised by a member of their family.

13. Designate a qualified alternate supervisor who has received a Career Education and Exploration Program orientation to supervise the participant(s) if a regular supervisor is absent. The worksite must advise KV/S4S if a new supervisor is assigned to the participants.

14. Follow set procedures (Exhibit D) when handling work related injuries and illnesses.

15. Not exceed a ratio of one (1) supervisor for seven (7) participants.

16. Comply with the Fair Labor Standards Act, applicable Child Labor Laws (Exhibit E), California Education Code and WIA rules and regulations governing the Career Education and Exploration Program.

17. Make all worksite records and personnel available for monitoring by Federal, State and agency monitors.

18. Not hire any participants if the employer has terminated any regular employee or reduced the workforce with the intention of filling the vacancies with participants whose wages are subsidized under this Agreement.

19. Ensure that no currently employed workers are displaced by any participants. This includes partial displacements such as reductions in work hours, wages, benefits or overtime.

20. Provide and document all necessary and appropriate safety training, according to the provisions of Senate Bill 198.

21. Follow all KV/S4S policies (Exhibit F).

22. Provide a work environment free from harassment or discrimination of any kind.

KV /S4S will:

1. Provide orientation to supervisors and alternates. The orientation consisting of program goals regulations, policies and procedures, will be conducted at the discretion of KV/S4S.

2. Refer only those participants who are eligible in accordance with Federal Regulations. These participants will have their WIA rights and responsibilities reviewed.

3. Determine the maximum number of hours each participant may work per day and during the overall program (Exhibit A).

4. Provide payroll services and Workmen's Compensation Insurance for participants.

5. Monitor the worksites.

6. Initiate appropriate revisions to this agreement, as necessary.

Signature Date	Signature Date
Andrew J. Medellin - Mayor Printed Name and Title	Eugene Bell Executive Director Printed Name and Title
City of Madera Agency Name	Kings View Skills4Success! Program Agency Name
205 W 4th Street Address	25916 Ave 17 Suite A Address
Madera CA 93637 City State Zip Code	Madera CA 93638 City State Zip Code
(559) 661-5405 Area Code / Telephone No.	(559) 675-0105 Area Code / Telephone No.

EXHIBIT A

I. WORK EXPERIENCE JOB DESCRIPTION

a. Job Title: _____ b O-Net Code: _____

c. Hourly Wage: $ _____ d. Work Day Hours: _____ e. Work Week Hours: _____

f. Job Description:

_____

_____

_____

_____

II. WORK EXPERIENCE TRAINING OUTLINE

Elements of Training

III. COST COMPUTATION

Item 1 Hourly Wage	Item 2 Total Work Experience Hours	Item 3 Total Cost for This Work Experience
$ _____		$ _____

EXHIBIT B: TIME AND ATTENDANCE POLICY

Timesheet and Evaluation Procedures

Timesheets must be filled out daily, in ink. No hours may be filled out in advance. It is the supervisor's responsibility to see that each youth signs in every morning, out at lunch, back in after lunch and out at the end of the workday. The supervisor must verify hours at the end of each day by initialing the appropriate area.

At the end of each pay period, the supervisor must complete an evaluation for each youth. The evaluations should be discussed with the youth, then signed by youth and supervisor. Timesheets and evaluations will be collected every two weeks by KV/S4S Case Manager. Unsigned or incomplete forms will be not be collected.

Absences and Holidays

Youth will be paid only for the actual hours they work, and any missed hours may not be made up. Holidays that are observed by the worksite will also be observed by the youth. However, if the worksite is open for business during a holiday, the youth may work, and be paid for those hours. Under no circumstances will the youth be paid for hours on days that he/she is absent from school.

Scheduled Workshops and Counseling Sessions

KV/S4S is mandated by Federal Regulations to provide workshops for all participants. These workshops may cover labor market information, resume writing, interviewing techniques or similar topics. The worksite and youth will receive five (5) day written notice, from KV/S4S, of scheduled workshops.

Workshop attendance is mandatory. KV/S4S Case Manager will also conduct counseling sessions to review and document participant's progress in the program. When participants attend workshops or counseling sessions, the worksite will submit timesheets covering the time at the worksite. KV/S4S Case Manager will complete timesheets for hours the participant spent at workshops or counseling.

Payroll Schedule

KV/S4S Case Manager will provide worksites and youth with payroll schedules. These schedules outline the pay period ending dates, timesheet pick-up dates and dates pay checks will be mailed. Supervisors are responsible for completing paperwork on time, according to dates on the pay schedules.

Work Permits

The local school districts will provide all youth under age 18 with Work Permits. It will be the worksite's responsibility to clearly post the work permits in the youth's work area.

EXHIBIT C: PARTICIPANT ORIENTATION

All worksite supervisors are required to provide orientation to each youth. The purpose of the orientation is to familiarize youth with their worksite and job duties; and the supervisor's expectations about their performance, attitude, conduct and appearance. The following list outlines the minimum topics which should be discussed with the youth. Discussing other relevant information is encouraged.

1. Introductions to Worksite Supervisor and Alternate Supervisor
2. Scheduled work hours
3. Rules and regulations
4. Breaks and lunch periods
5. Worksite telephone number
6. Job description and worksite duties
7. Payroll schedule, time sheets and evaluation procedures
8. Dress code and grooming standards
9. Safety and accident procedures
10. Job performance and behavior standards

EXHIBIT D: ACCIDENT AND EMERGENCY PROCEDURES

All Career Education and Exploration Program participants are covered by a Worker's Compensation policy carried by KV/S4S. Work related injuries and illnesses, which require medical treatment, are covered under this policy.

Worksite supervisors will receive an Emergency Procedure Card for each youth. This card specifies the actions to be taken if any youth require medical attention. If a youth is injured, or becomes ill on the job, the supervisor must follow these procedures:

1. Provide first aid or medical attention, according to instructions on the Emergency Procedures card.

2. Notify KV/S4S immediately, no matter how minor the injury seems.

3. File a Supervisor's Report of Accident after the injury or illness is reported, but no more than 24 hours later.

The youth will be given an "Employee Claim for Worker's Compensation Benefits" form by KV/S4S after their injury or illness is reported. This form must be completed by the youth and returned to KV/S4S within one (1) day of the incident.

These procedures are designed to ensure that any participant injured on the job receives all the benefits they are entitled to under the law. Please follow these procedures, and notify KV/S4S anytime a youth is injured.

"Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying worker's compensation benefits or payments is guilty of a felony." State Compensation Insurance Fund.

ANY WORKSITE WITHHOLDING INFORMATION ON ANY ACCIDENT WILL BE LIABLE FOR THAT ACCIDENT.

EXHIBIT E: CHILD LABOR LAWS

The Fair Labor Standards Act, California Labor Code and Education Code and require that worksites employing minors must adhere to child labor laws.

I. Work Permits

All minors under eighteen (18) must have a Permit to Work, prior to beginning employment.

II. Hours

Minors under eighteen (18) are not permitted to work:

* More than four (4) hours in one day, during school

* More than twenty (20) hours in one week

* Before 5:00 am, or after 10:00 pm. Minors age 14 and 15 may not work before 7:00 am or after 7:00 pm

III. Breaks and Lunch

A fifteen (15) minute break will be given for every four (4) hours worked. A minimum lunch break of thirty (30) minutes, and a maximum of one (1) hour will be taken by youth who work six (6) hours or more. Lunch breaks are mandatory.

IV. Prohibition against Sex Discrimination

State laws discriminating against minors on the basis of gender are invalid under a ruling by the Federal Equal Employment Opportunity Commission. Females and males ages 10 through 16 now compete equally for jobs legally open to their age group.

V. Employment Restrictions

No minor under the age of sixteen (16) years shall be employed or allowed to work in any capacity with the following:

* Any occupation dangerous to the life, limb or health of a minor

* In or around unguarded belts, machinery or gearing, including adjusting, oiling, wiping or cleaning Printing presses of any kinds; boring or drill presses; stamping machines used in sheet-metal and tinware, in paper and leather manufacturing or in washer and nut factories, metal or paper cutting machines or paper-lace machines

* In, about or around any processing which uses dangerous or poisonous acids, dyes, dust or lye. Youth also may not work in the manufacture or preparation of paints, colors, white or red lead, soldering or dangerous gasses

* All building or construction work of any kind

* In any billiard or pool room

* In or about any gasoline service station
* Delivering goods, merchandise, commodities, papers or packages from any motor vehicle

EXHIBIT F: SPECIAL OFFICE POLICIES

KV/S4S'S SPECIAL YOUTH PROTECTION POLICY

KV/S4S'S Special Protection for Youth Policy requires that supervisors and worksites make special allowances for minor aged workers during the Career Education and Exploration Program. This special protection includes requiring the worksite to provide an adequate and acceptable water supply, allowing extra rest times when the temperature exceeds 95 degrees Fahrenheit and banning outdoor work when the temperature reaches or exceeds 105 degrees Fahrenheit.

WATER SUPPLEMENTATION POLICY

"During the hot season or when the worker is exposed to artificially generated heat, drinking water shall be made available to the workers in such a way that they are stimulated to frequently drink small amounts, i.e. amounts, i.e. one cup every 15-20 minutes (about 150 ml or 1/4 pint).

The water shall be kept reasonably cool (10-15 degrees Celsius or 50.0-60.0 degrees Fahrenheit) and shall be placed close to the workplace so that the worker can reach it without abandoning the work area."

* Reproduced from the American Conference of Governmental Industrial Hygienists.

The worksite will be required to furnish clean, safe drinking water, and to provide adequate drinking utensils. Youth shall have access to this water at all times throughout the work day. The availability, temperature and proximity of the water source will be inspected during monitoring visits. Any violation of this policy will be noted by the monitoring team, and immediately corrected by the worksite. Failure to adhere to this policy will result in immediate removal of the youth from the worksite.

HEAT AND TEMPERATURE POLICY

The worksite supervisor will be required to monitor the weather reports from qualified sources (i.e.: newspaper, television news or weather service). On those days that the qualified weather source reports an expected outdoor temperature of 95 degrees Fahrenheit or higher, the supervisor will be required to make special allowances for Youth workers. Any time the temperature reaches 95 degrees or higher, youth will be allotted fifteen (15) minutes per work hour for rest and relaxation. The rest site will be shaded and adequate water that meets previously stated criteria shall be provided. The Youth workers will be paid for this time; it does not need to be noted on the timesheet.

On the days when a qualified weather source reports a temperature over 105 degrees Fahrenheit, the youth shall be restricted from working in an outdoor setting. Supervisors shall provide adequate indoor work to occupy the youth for the remainder of the work period. Youth will still be required to have access to adequate and acceptable water supplies, and if the indoor temperature exceeds 95 degrees Fahrenheit, the fifteen (15) minute break every hour shall still be maintained. Failure to adhere to the heat policies will result in immediate removal of the youth from the worksite.

****

I have read the Worksite Agreement and all exhibits. I understand everything contained in this document, and agree to follow the rules and procedures that govern the Career Education and Exploration Program.

Department Head Signature _____ Date _____

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Community Development Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Resolution Approving the Madera County Arts Authority First Amended Joint Powers Agreement and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a resolution approving the Madera County Arts Authority First Amended Joint Powers Agreement.

SUMMARY:

On April 18, 2018, the Council approved a Joint Powers Agreement (Agreement) with the County of Madera and the Madera Unified School District to form the Madera County Arts Authority (Authority). On January 28, 2019, the Authority voted to approve revisions to the Agreement and they are seeking approval from each of the member agencies.

DISCUSSION:

The purpose of the Authority is to enlighten the public as to the arts, and more specifically, to cooperatively provided for the development of an arts center in the City of Madera. The Agreement executed in April of 2018 establishes a structure for the organization and operation of Authority, defining its powers, officers, bylaws, and voting rights. The Agreement does not require any financial commitment from any member agency.

The existing Agreement specifies that the Board of Directors for the Authority shall be comprised of one representative each from the City, County, School District, Arts Council, and a public member residing in the unincorporated area. According to the Authority's bylaws, the public member is selected by the four other Board members. All Board members serve until their successors are appointed. The Board of Directors selects its officers (Chair, Vice Chair, etc.) and establishes their terms annually, with each officer limited to serving a maximum of two consecutive terms.

The Authority is requesting approval for two changes to the existing Agreement, both focusing on the structure of the Board of Directors, as follows:

- Section 3.01. A requirement that the at-large public member reside in the unincorporated area of the County is proposed to be amended to allow the at-large member to reside anywhere in the County.

- Section 3.02. A requirement that officers selected internally by the Authority be limited to two terms is proposed to be stricken, allowing officers to serve as many terms as deemed appropriate by the Board of Directors.

The changes proposed in the First Amended Agreement do not change the overall purpose or operational structure for the Authority. No objections to the changes have been identified.

FINANCIAL IMPACT:

No fiscal impact will result from approval of the First Amended Agreement for the Authority.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

An entire section of the Vision Plan is dedicated to "A Rich Cultural life". The references to supporting the arts are too many to be easily captured in this report, but may be briefly summarized as follows:

- Strategy 311. Public Arts Program. Establish a public arts program to express and honor Madera's diverse multicultural and ethnic backgrounds.

- Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written and vocal.

- Strategy 315. Promote the Arts in Madera.

ALTERNATIVES:

As a member of the Authority, the City Council can choose not to amend the Agreement, leaving the existing language intact.

ATTACHMENTS:

1. Resolution
2. Madera County Arts Authority First Amended Agreement

ATTACHMENT 1

RESOLUTION NO. 19-__

Resolution of the City Council of the City of Madera, California Approving the Madera County Arts Authority First Amended Joint Powers Agreement and Authorizing the Mayor to Execute the Agreement

WHEREAS, on April 18, 2018, the Council approved a Joint Powers Agreement (Agreement) with the County of Madera and the Madera Unified School District to form the Madera County Arts Authority (Authority); and

WHEREAS, on January 28, 2019, the Authority voted to approve revisions to the Agreement and they are seeking approval from each of the member agencies; and

WHEREAS, the City has reviewed the proposed changes to the Agreement and found that they do not change the overall purpose or operational structure for the Authority.

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 Madera County Arts Authority First Amended Joint Powers Agreement, a copy of which is on file with the Office of the City Clerk and referred to for particulars, is approved.

3. The Mayor is hereby authorized to execute the First Amended Agreement on behalf of the City.

4. This resolution is effective immediately.

* * * * * * * * *

ATTACHMENT 2

MADERA COUNTY ARTS AUTHORITY
FIRST AMENDED JOINT POWERS AGREEMENT

THIS FIRST AMENDED JOINT POWERS AGREEMENT ("Agreement") is made and effective as of _____, 2019 (the "Effective Date") pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.)* by and between the public agencies listed on the attached Exhibit A, in order to form the Madera County Arts Authority.

This Agreement is made to accomplish the following goals and purposes:

A. The Madera County Arts Authority's goal is to enlighten the public as to the enhancement and benefits of artistic principles, including but not limited to:

a. Expanding artistic awareness, participation and expression in all areas of the arts — visual, literary and performing;

b. Help organize and increase private and public sector support for existing and new cultural and educational activities;

c. Enrich school curricula by promoting the arts;

d. Serve all generation and cultural groups through the arts;

e. Develop public and private financial support for the arts;

f. Help strengthen existing arts organizations;

g. Provide assistance to individual artists; and

h. Help coordinate local arts resources, including raising funds to promote art in public places.

B. The parties to this Agreement wish to cooperate to carry out the above purposes in addition to cooperatively seeking to provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its operation and maintenance.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

Section 1.01— Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a)"Agency" shall mean an entity eligible to participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code (the "Act").

(b) "Authority" shall mean the Madera County Arts Authority, being the separate entity created pursuant to the provisions of Government Code sections 6500 *et seq.* by this Agreement.

(c) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) "Committee" shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) "Days" shall mean calendar days.

(g) "General Members" shall mean those Members of the Authority more particularly identified as General Members on Exhibit A and which qualify for membership under the Act, and any agency that shall hereafter become General Members in accordance with the terms and provisions of this Agreement. Agencies requesting membership after the Effective Date of this Agreement and agree to be bound by the terms of this Agreement must be voted in by the Board consistent with Exhibit A and may then be designated General Members.

(h) "Members" shall mean the General Members

(i) "Parties" or "party" shall mean the Agencies that are General Members of the Authority and have executed this Agreement and any subsequent General Members joined in accordance with this Agreement.

(j) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but that are undertaken by fewer than all the parties, in the name of the Authority pursuant to Section 3.07, so long as the special activities are not detrimental in any reasonable manner, to the Authority or one or more General Members, and have been approved by the Board, pursuant to Section 3.06.

Article II: Creation of Authority

Section 2.01—Creation.

The parties, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the "Madera County Arts Authority."

Section 2.02—Term.

This Agreement shall become effective without further action by any party, upon the third (3rd) General Member executing this Agreement, and upon providing notice to the California Secretary of State as required by Government Code section 6503.5. This Agreement shall remain in effect until terminated by agreement of a majority of then participating General Members. Unless it is terminated, this Agreement shall remain in effect and be binding upon

the parties hereto and upon all subsequent parties joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03—Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the General Members, through the Authority, to cooperatively provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its ongoing operation and maintenance

Section 2.04—Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the then seated Board of Directors and are consistent with this Agreement. Notwithstanding the foregoing, the Authority shall not have the power to control, limit or empower a Member's rights under this Agreement.

Article III: Internal Organization

Section 3.01—Governing Body.

The Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the General Members, as shown on Exhibit A, one member of the Madera County Arts Council, and one at-large member who resides in Madera County.

A majority of the Board shall always consist of representatives from the General Members. Without amending this Agreement, the Board of Directors and at-large member composition may be altered from time to time to reflect the termination and/or admission of any new General Members and/or at-large members.

Each General Member shall select a representative, a first alternate, and a second alternate from its governing body, to serve as their Board Director. The term of each member of the Board of Directors and alternates so named shall be to serve until their respective successors are appointed. Unless the member is an elected official who is no longer in office. In such case, the alternate, or if the alternate is no longer in office, the second alternate, will become the representative until such time as the General Member designates new representatives. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director, including, without limitation, such Director's duties as a member of any Committee established pursuant to Section 3.03.

Section 3.02—Officers.

The Board of Directors shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding fiscal year, select Officers from among the Board of Directors. The Board shall select a Chair from among the Board of Directors who shall be the

presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors but who shall qualify and satisfy the requirements set forth in Government Code sections 6505.5 and 6505.6. The terms of such Officers shall be established by the Board of Directors annually. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.03—Committees.

The Board of Directors shall determine the need for and may establish one or more committees from time to time. Each such Committee shall be comprised of representatives of the Board, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Authority. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.04—Employees; Consultants.

The Board of Directors may hire employees and consultants including engineers, accountants and attorneys, to provide services and advise to the Authority to accomplish the purposes of the Authority. The County of Madera will provide legal counsel to the Authority, at its own expense, for one calendar year (365 days) from the effective date of this Agreement.

Section 3.05—Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein. Any proposed initial bylaws must be provided to the Board of Directors in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board. Thereafter, proposed amendments to the bylaws must also be provided in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board.

Section 3.06—Voting; Quorum.

(a) A quorum for the transaction of Authority business shall be a majority of the Board. Each Board Director (or in his/her absence alternate Director) shall be entitled to one vote. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum.

(b) Any action by the Board of Directors shall require an affirmative vote of the quorum of the Board, except that a decision to terminate or dissolve the Authority requires a vote of the majority of the Members. Any vote to adopt or amend bylaws of the Authority also requires a vote of the majority of the Members.

Section 3.07—Meetings.

Meetings of the Board of Directors and any Committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as may be amended from time to time.

Section 3.08—Special Activities.

With the prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01—Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02—Funds; Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(c) The Authority shall contract with a certified public accountant to make an audit of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 — Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person, including any selected Treasurer, shall file a bond in an amount designated by the Board of Directors.

Section 4.04—Budget.

By June of each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 4.05, the Authority shall not impose assessments or other charges on Members.

Section 4.05—Payments to the Authority.

(a) All fees, costs and expenses incurred by the Authority shall be funded (i) from voluntary contributions from third parties, (ii) contributions of the General Members, or (iii) grants or other funds secured by the Authority.

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon in writing by the Member. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing. The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued.

Article V: Management

Section 5.01—Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more persons to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any person so engaged shall have such responsibilities as are set forth in the contract for services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the persons that are engaged.

Article VI: Relationship of Authority and Its Members

Section 6.01—Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507 and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless agreed to, and to the extent otherwise already agreed to herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02—Admission, Withdrawal and Termination of Members.

(a) Additional qualified parties may join in this Agreement and become General Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement as if such entity had been an original signatory hereto.

(b) Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving written notice of its election to do so to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the "Effective Date of Withdrawal."

(c) Upon withdrawal, the Member shall not be relieved of all obligations, if any, to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal and the same shall survive until satisfied in full.

(d) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(e) Upon the termination of a Member's participation under Section 6.02(d), such former Member shall have no further obligations to the Authority, except that such Member shall not be relived of any obligations for costs or liabilities of the Authority, if any, that were incurred prior to the vote terminating that Member's participation under Section 6.02(d).

Section 6.03—Termination and Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.

(a) This Agreement may be terminated upon the vote of more than one-half of the Members of the Authority.

(b) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the Members of the Authority that contributed such monies in proportion to their contributions. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Member entities and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

(d) If the Authority is dissolved, all remaining funds, property and works will be divided evenly amongst the Member entities provided, however, any funds, property and works donated to the Authority by a specific Member entity shall be deeded back to or delivered to the specific Member entity if the Authority is dissolved.

(e) Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If the General Member(s) that are the party in the action that may cause liability under this section do not give notice to the General Members within five (5) business days of the service of the complaint that may result in liability, then the other General Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 —Liability for Debts.

The Members do not hereby intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any General Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each General Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01—Amendment.

This Agreement may be amended from time to time by action of the Board. Any proposed amendment(s) must be provided to the General Members in writing at least thirty (30) days before the amendment(s) is considered by the Board of Directors. Amendments to this Agreement shall become effective 60 days after Board approval.

Section 7.02—Severability and Validity of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03—Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the

successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04—Execution in Parts or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

Section 7.05— Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.06—Insurance.

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (f) protective liability for impacts on the Parties' operations. The Authority shall provide the Commercial General Liability Insurance with limits determined by the Board. The Authority shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit. Should the Board directly employ any individuals as employees of the Authority, workers' compensation, employers' liability, and automobile liability will be obtained as determined by the Board. Should the Authority enter into any agreements for goods, services or projects, including construction projects, any said agreements must contain contractual transfer of risk provisions as approved by any legal counsel retained by the Authority.

Section 7.07—Defense and Indemnity.

The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued. In addition, all personnel, labor, benefits, contract liability and insured tort liability shall be the sole liability of the Authority and not of one or more General Members.

Except for Special Activities as provided in Section 3.08 and disputes arising from Section 6.04, the Authority shall assume the defense of and indemnify and save harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the parties seeking indemnity.

Section 7.08—Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the parties involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the parties are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days of notice of such dispute/controversy, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If they are unable to resolve such matter(s) through mediation within ninety (90) days of notice of a request to mediate, they may attempt to settle such issue(s) by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other parties by registered or certified mail with a copy to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the parties agreeing to arbitration, based on the Arbitrator's estimate and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the parties and shall be paid either in advance or as agreed. If a party does not pay as required the non-paying party shall lose its rights under this section.

Section 7.09—Conflicts of Interest.

The Authority shall adopt a conflict of interest policy.

Section 7.10—Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. 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.

* * * * * * * *

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

Dated: _____

CITY OF MADERA

By: _____

Its: _____

Dated: _____

COUNTY OF MADERA

By: _____
Chairman, Board of Supervisors

Dated: _____

MADERA UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

Approved as to Legal Form:

By: _____
Regina A. Garza, County Counsel

J:\WDOCS\01246\086\AGT\00618738.DOCX

Exhibit A

General
Members

1. The City of Madera

2. The County of Madera

3. Madera Unified School District

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-10

SUBJECT:

Consideration of a Resolution Approving Annexation of Lots 3-6 of Sierra Vista Homes Phase II Subdivision into Zone of Benefit 44; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 44 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor; and

Consideration of a Resolution Approving Annexation of Cloeters Parcel Map 18-P-04 into Zone of Benefit 4; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt two resolutions providing for the annexation of properties into City Wide Landscape and Lighting Assessment District (LMD) Zones of Benefit 4 and 44.

SUMMARY:

The development of Lots 3-6 of Sierra Vista Homes Phase II Subdivision was approved by the Planning Commission through Precise Plan 2017-03 on September 13, 2017. A requirement of the project's development was annexation of the parcels into the existing City's LMD Zone of Benefit 44 for perpetual maintenance of already existing landscaping.

The Cloeters Parcel Map 18-P-04 was approved by the Madera Development Review Committee through Tentative Parcel Map 2018-01 on October 18, 2018. A requirement of the project's development was annexation of the parcels into the existing City's LMD Zone of Benefit 4 for perpetual maintenance of existing landscaping.

The covenants for Zone of Benefit 4 and 44 consent to an annual change in the range of the assessment in the amount of the Engineering News-Record Construction Cost (ENRCC) Index plus a two percent charge.

DISCUSSION:

In June of 1991, the City formed the City-Wide Landscape and Lighting District (LMD) for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road islands, and certain landscaped out-lots. Ultimately, the creation of the LMD led to a greater ability to provide projects that met with the City's goals of more attractive development. Since that time, eighty separate landscape strips from various development projects have been created as one new zone, whereas in the past a new zone was typically formed with each successive development within the City. In recent years, the City taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

The two annexations presented herein are logical in that the developments are within close proximity to Zone 44 and Zone 4 and would benefit from the existing landscape therein. Zone 44 is responsible for maintenance of previously established landscape areas along Don Miguel Street and Olive Avenue associated with Sierra Vista Homes III. Zone 4 is responsible for maintenance of previously established landscaped areas along Sunset Avenue, Westberry Boulevard, and Doubletree Lane.

FINANCIAL IMPACT:

The individual parcels will be responsible for participating in the cost of maintaining existing landscaping in Zones 4 and 44. There are no financial impacts to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The inclusion of the four parcels into LMD Zone of Benefit 44 and five parcels into LMD Zone 4 is consistent with:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.

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:

If Council does not accept the annexation of the parcels into the existing LMD zones, maintenance of the landscape areas would only occur if another possible zone were identified or if the City of Madera assumed such responsibility and associated costs.

ATTACHMENTS:

1. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 44
2. Covenant for LMD Zone 44 with Legal Description
3. Assessment Diagram Zone 44
4. LMD Zone Location Map
5. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 4
6. Covenant for LMD Zone 4 with Legal Description
7. Assessment Diagram Zone 4

ATTACHMENT 1

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LOTS 3-6 OF SIERRA VISTA HOMES PHASE II SUBDIVISION INTO ZONE OF BENEFIT 44; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 44 FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for Fiscal Year (FY) 2019/2020 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 44 of said District consisting of Lots 3-6 of Sierra Vista Homes Phase II Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the

change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 44 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the covenant on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 44" for the certain property described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for FY 2019/2020.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

EXHIBIT "A"

LEGAL DESCRIPTION

The land described herein below is situated in the State of California, County of Madera, City of Madera, and is described as follows:

LOTS 3-6:

Lots 3, 4, 5 and 6 of Subdivision #98-S-02, Sierra Vista Homes II, Phase I, according to the Map thereof recorded May 10, 1999 in Book 47 of Maps, Pages 107, 108 and 109, Madera County Records.

EXCEPTION THEREFROM all minerals and mineral rights, interests, and royalties, including, without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid materials, in and under the Property; however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the Property in connection therewith, as reserved by Southern Pacific Transportation Company, a Delaware Corporation in Deed recorded September 6, 1991 as Document No. 91-22268.

A.P.N.: 011-202-016, 011-202-017, 011-202-018, 011-202-019

ATTACHMENT 2

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

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

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 44

WHEREAS, **LOMAR CONSTRUCTION, LLC,** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Precise Plan 2017-03, for Lots 3-6 of Sierra Vista Homes II Subdivision approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission of the City of Madera conditionally approved the Precise Plan 2017-03, for Lots 3-6 of Sierra Vista Homes II Subdivision; and

WHEREAS, said resolution requires that maintenance of the landscaping

associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Precise Plan 2017-03, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property in an amount not to exceed $227.55 per each of the 4 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is

implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of

Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: _____

WITNESS the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

COVENANTOR:
LOMAR CONSTRUCTION, LLC

By: _____
Lorenzo Marquez, President

ATTEST:

By: _____
Sonia Alvarez, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 SAN DIEGO)

On 25 FEB 2019 before me, SETH ESSENFELD – NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared LORENZO MANUEL
Name(s) of Signer(s)

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.

SETH ESSENFELD
COMM. #2229221
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXPIRES FEB. 20, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: CONSENT LANDSCAPE MAINTENANCE Document Date: 11/5/19 2018 OR Before
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT "A"

LEGAL DESCRIPTION

The land described herein below is situated in the State of California, County of Madera, City of Madera, and is described as follows:

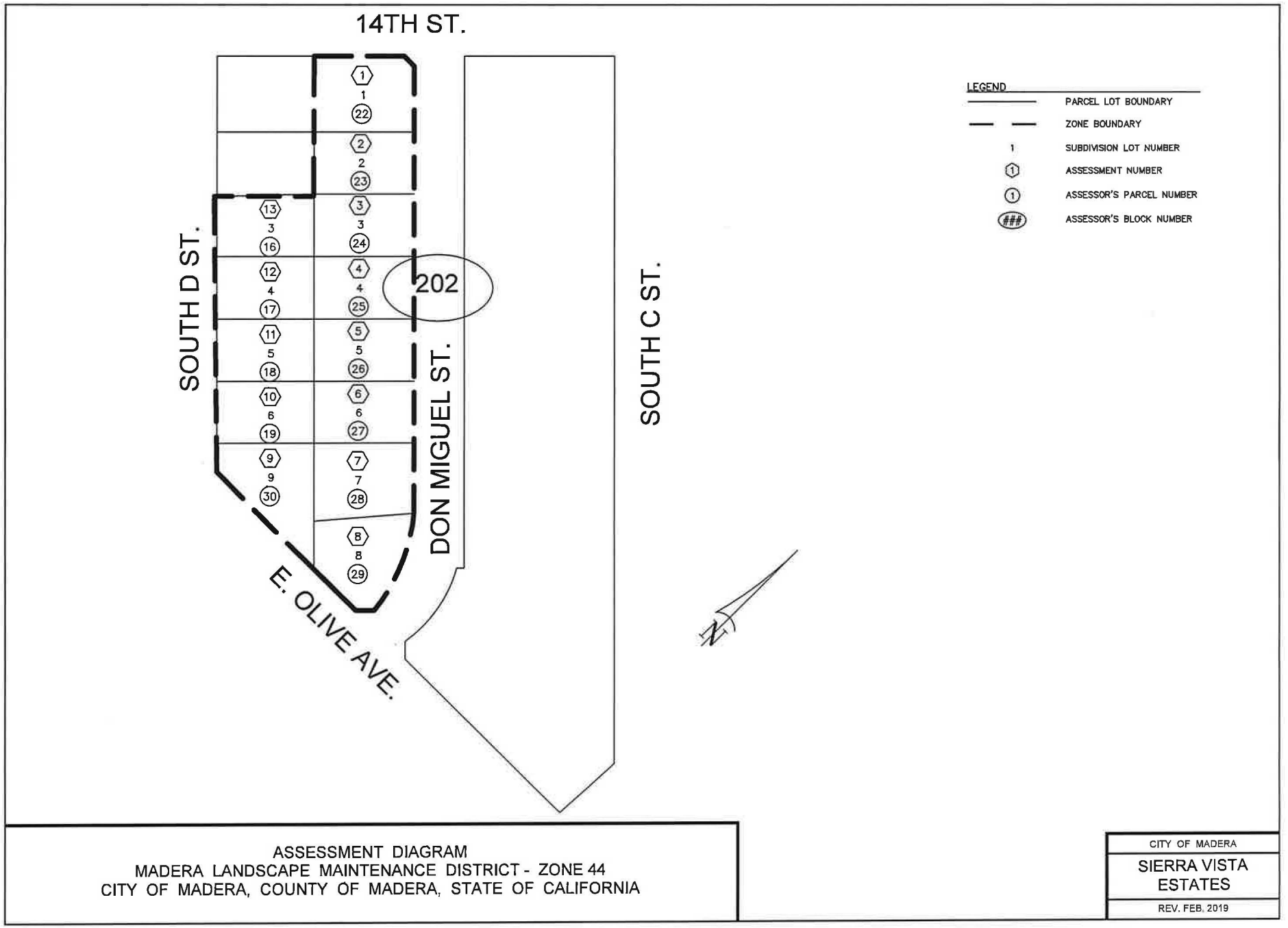
LOTS 3-6:

Lots 3, 4, 5 and 6 of Subdivision #98-S-02, Sierra Vista Homes II, Phase I, according to the Map thereof recorded May 10, 1999 in Book 47 of Maps, Pages 107, 108 and 109, Madera County Records.

EXCEPTION THEREFROM all minerals and mineral rights, interests, and royalties, including, without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid materials, in and under the Property; however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the Property in connection therewith, as reserved by Southern Pacific Transportation Company, a Delaware Corporation in Deed recorded September 6, 1991 as Document No. 91-22268.

A.P.N.: 011-202-016, 011-202-017, 011-202-018, 011-202-019

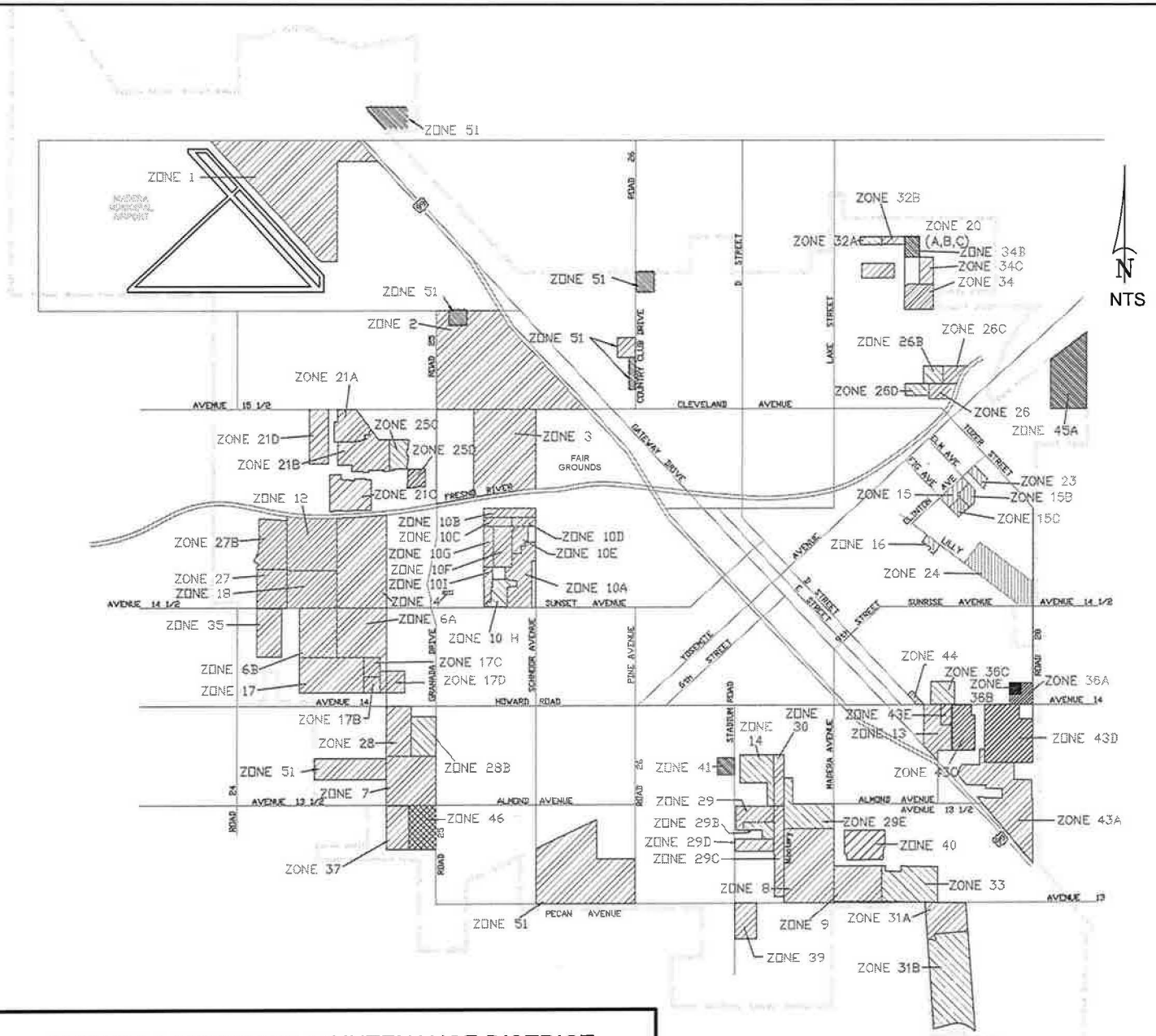
ATTACHMENT 3



ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 44
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
SIERRA VISTA ESTATES
REV. FEB. 2019

ATTACHMENT 4



MADERA LANDSCAPE MAINTENANCE DISTRICT

ZONE LOCATION MAP

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA

REV. FEB. 2019

ATTACHMENT 5

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF CLOETERS PARCEL MAP 18-P-04 INTO ZONE OF BENEFIT 4; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 4 FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for Fiscal Year (FY) 2019/2020 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 4 of said District consisting of Cloeters Parcel Map 18-P-04, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the

change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed to City Landscape Maintenance District as Zone of Benefit 4 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the covenant on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments as set forth in the agreement "COVENANT LANDSCAPE MAINTENANCE DISTRICT ZONE OF BENEFIT 4" for the certain property described in Exhibit "A" attached hereto and by reference incorporated herein, as the same may be modified, and levies the assessments for FY 2019/2020.

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

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:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOLUME 369 OF OFFICIAL RECORDS OF MADERA COUNTY, PAGE 39, SAID POINT BEARING EAST 484 FEET AND NORTH 0° 21' WEST 1064.5 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTHERLY ALONG SAID EAST LINE OF SAID TRACT 146 FEET TO A POINT WHICH BEARS SOUTHERLY 100 FEET FROM THE NORTHEAST CORNER OF SAID TRACT, THENCE WESTERLY 317.0 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, WHICH IS SOUTHERLY 100 FEET FROM THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG SAID WEST LINE SOUTHERLY 146 FEET; THENCE EASTERLY 317.1 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS EAST, A DISTANCE OF 484 FEET, N 00° 13' 01" W, A DISTANCE OF 1064.5 FEET AND WEST, A DISTANCE OF 317.1 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED JULY 20, 1994 AS DOCUMENT NUMBER 9421730, MADERA COUNTY RECORDS AND ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 00° 13' 01 " W, A DISTANCE OF 146.00 FEET; THENCE N 85° 45' 08" E, PARALLEL TO THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 317.70 FEET; THENCE S 00 13' 01" E, A DISTANCE OF 48.00 FEET; THENCE S 85° 45' 08" W, A DISTANCE OF 257.53 FEET; THENCE ALONG A CURVE, CONCAVE TO THE SOUTHEAST, WITH A CENTRAL ANGLE OF 12° 48' 50", A RADIUS OF 43.00 FEET AND AN ARC LENGTH OF 9.62 FEET; THENCE S 43° 47' 07" W, A DISTANCE OF 47.03 FEET; TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N 79° 22' 05" W, FROM THE RADIUS POINT, THENCE ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, WITH A CENTRAL ANGLE OF 12° 48' 50", A RADIUS OF 43.00 FEET AND AN ARC LENGTH OF 9.62 FEET; THENCE S 00° 13' 01" E, A DISTANCE OF 53.58 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND; THENCE S 89° 45' 08" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.05 FEET TO THE TRUE POINT OF BEGINNING.

APN: 006-360-016

ATTACHMENT 6

RECORDING REQUESTED BY:
City of Madera
WHEN RECORDED RETURN TO:
City of Madera
205 W. 4th Street
Madera, CA 93637
Attention: City Clerk

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

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 4

WHEREAS, **Ivan Cloeters and Dina Cloeters, husband and wife as joint tenants,** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A"; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Tentative Parcel Map 2018-01 approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Development Review Committee of the City of Madera conditionally approved the Tentative Parcel Map 2018-01; and

WHEREAS, said resolution requires that maintenance of the landscaping

associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Parcel Map 2018-01, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property in an amount not to exceed $68.69 per each of the 5 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is

implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of

Madera that it's continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

Dated: _____

WITNESS the execution of this covenant consisting of 6 pages including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

APPROVED AS TO FORM:

By: _____
City Attorney

COVENANTOR:

By: _____
Ivan Cloeters, Owner

By: _____
Dina Cloeters, Owner

ATTEST:

By: _____
Sonia Alvarez, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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 Madera)

On 2/22/19 before me, Sonia Alvarez, Notary Public, personally appeared **Ivan Cloeters and Dina Cloeters**, 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 Sonia Alvarez (Seal)

SONIA ALVAREZ
Notary Public - California
Madera County
Commission # 2249612
My Comm. Expires Aug 9, 2022

DESCRIPTION OF ATTACHED DOCUMENT *(OPTIONAL)*

Title or Type of Document: Covenant Landscape Maintenance District Zone of Benefit 4

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Signer's Name:

Title: Title:

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:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23; TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

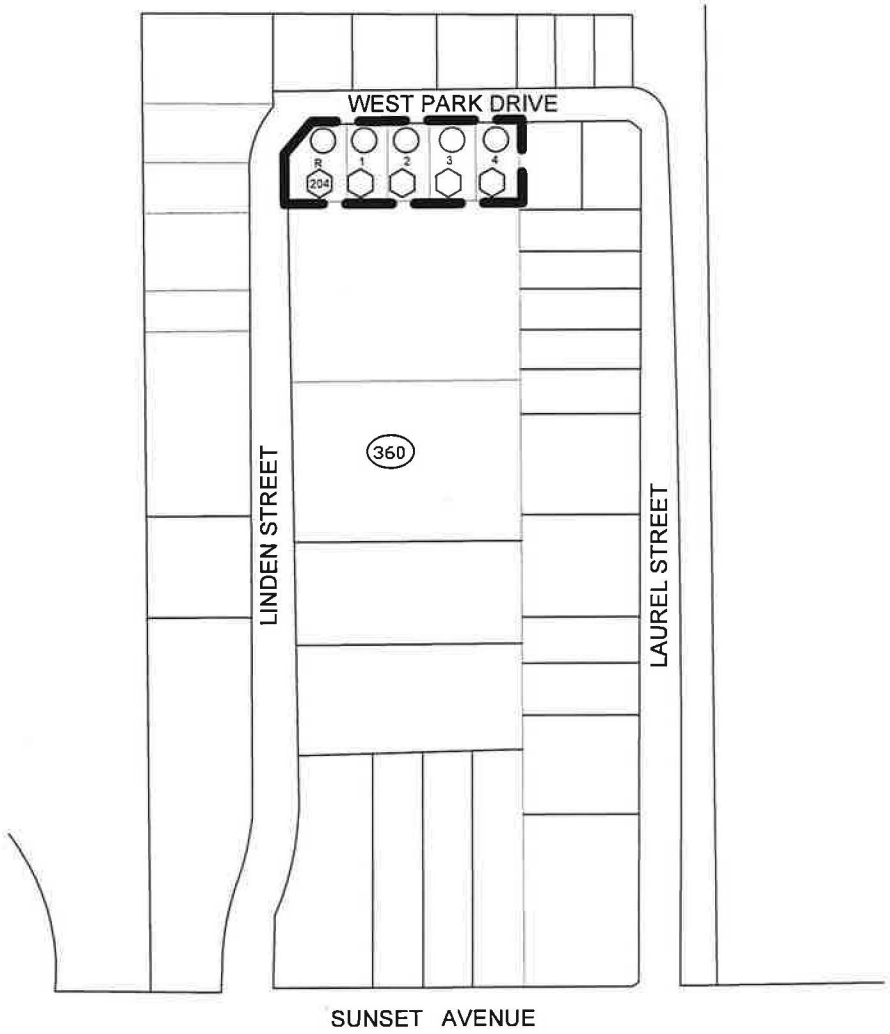
BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOLUME 369 OF OFFICIAL RECORDS OF MADERA COUNTY, PAGE 39, SAID POINT BEARING EAST 484 FEET AND NORTH 0° 21' WEST 1064.5 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTHERLY ALONG SAID EAST LINE OF SAID TRACT 146 FEET TO A POINT WHICH BEARS SOUTHERLY 100 FEET FROM THE NORTHEAST CORNER OF SAID TRACT, THENCE WESTERLY 317.0 FEET TO A POINT ON THE WEST LINE OF SAID TRACT, WHICH IS SOUTHERLY 100 FEET FROM THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG SAID WEST LINE SOUTHERLY 146 FEET; THENCE EASTERLY 317.1 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS EAST, A DISTANCE OF 484 FEET, N 00° 13' 01" W, A DISTANCE OF 1064.5 FEET AND WEST, A DISTANCE OF 317.1 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED RECORDED JULY 20, 1994 AS DOCUMENT NUMBER 9421730, MADERA COUNTY RECORDS AND ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N 00° 13' 01 " W, A DISTANCE OF 146.00 FEET; THENCE N 85° 45' 08" E, PARALLEL TO THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 317.70 FEET; THENCE S 00 13' 01" E, A DISTANCE OF 48.00 FEET; THENCE S 85° 45' 08" W, A DISTANCE OF 257.53 FEET; THENCE ALONG A CURVE, CONCAVE TO THE SOUTHEAST, WITH A CENTRAL ANGLE OF 12° 48' 50", A RADIUS OF 43.00 FEET AND AN ARC LENGTH OF 9.62 FEET; THENCE S 43° 47' 07" W, A DISTANCE OF 47.03 FEET; TO A POINT ON A NON-TANGENT CURVE, SAID POINT HAVING A RADIAL BEARING OF N 79° 22' 05" W, FROM THE RADIUS POINT, THENCE ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, WITH A CENTRAL ANGLE OF 12° 48' 50", A RADIUS OF 43.00 FEET AND AN ARC LENGTH OF 9.62 FEET; THENCE S 00° 13' 01" E, A DISTANCE OF 53.58 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND; THENCE S 89° 45' 08" W, ALONG SAID SOUTH LINE, A DISTANCE OF 19.05 FEET TO THE TRUE POINT OF BEGINNING.

APN: 006-360-016

ATTACHMENT 7



N

LEGEND

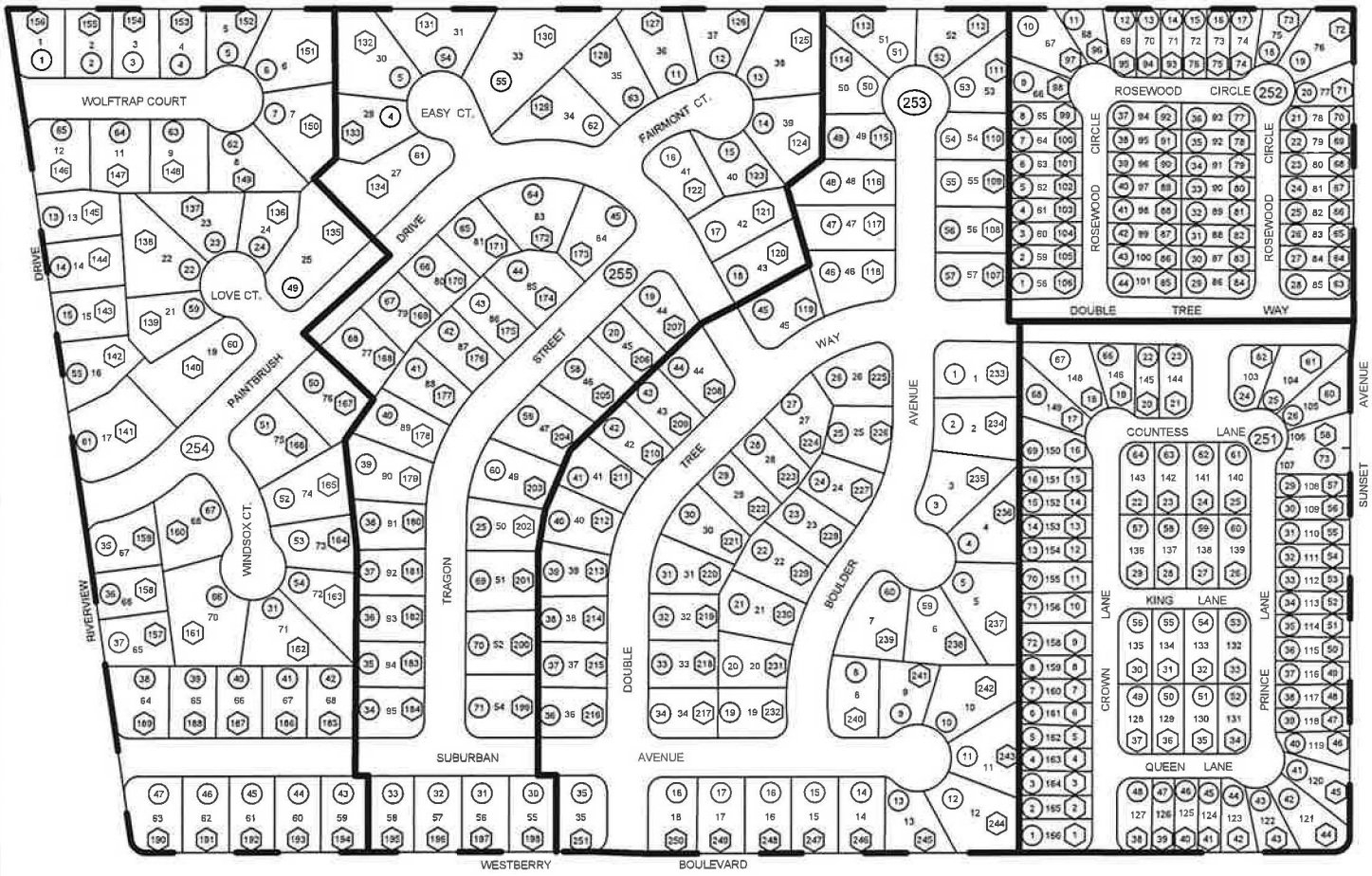
- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

PARCEL MAP 18-P-01

REV. FEB. 2019



N

LEGEND

- PARCEL LOT BOUNDARY.
- ASSESSOR'S BOUNDARY
- 1 SUBDIVISION LOT NUMBER.
- (1) ASSESSMENT NUMBER.
- (1) ASSESSOR'S PARCEL NUMBER.
- (123) ASSESSOR'S BLOCK NUMBER.

AN 18" X 26" VERSION OF THIS MAP HAS BEEN RECORDED WITHIN BOOK 4 OF OF MAPS OF ASSESSMENT DISTRICTS, PAGES 118 THROUGH 183, ON AUGUST 17, 2007, AS DOC. NO. 2007030644

PAGE 2 OF 2

ASSESSMENT DIAGRAM
MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA

WESTGATE NORTHWEST 1 & 2

REV. JULY 2011

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-11

SUBJECT:

Consideration of a Resolution Approving an Agreement with Pacific Gas and Electric Company for a Rule 21 Detail Study for Solar Array Interconnection at the City of Madera, Madera Municipal Airport and Authorizing the Mayor to Sign the Agreement on Behalf of the City.

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a Resolution approving the Agreement with Pacific Gas and Electric Company (PG&E) for a Rule 21 Detail Study for solar array interconnection at the City of Madera, Madera Municipal Airport.

SUMMARY:

As part of a City-wide energy conservation study, ENGIE Services U.S. Inc. (ENGIE) has identified conservation measures that may help the City reduce energy consumption, including the addition of solar arrays at several City facilities. A conceptual project was identified at the City's Municipal Airport that describes the installation of a large solar array that will be connected directly to the electrical conveyance system (grid). The Rule 21 Detail Study Agreement is required to allow PG&E, ENGIE, and staff to further explore the viability of this project.

DISCUSSION:

In October 2018, the City entered into a Program Development Agreement with ENGIE to perform a detailed assessment of approximately 50 City sites to identify opportunities for energy retrofits and energy conservation measures. As part of this Agreement, ENGIE identified an opportunity for a solar array at the City's Municipal Airport that may qualify under PG&E's Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) program. ENGIE filed an interconnection application with PG&E in July 2018 for this program.

The RES-BCT program allows the City to install a renewable energy generator on Local Government property. The energy generated from this array can then be allocated to specific benefiting accounts chosen by the City. ENGIE has proposed to apply these renewable energy credits to offset the cost of operating several City wells. The RES-BCT program is only offered on a first-come-first-served basis and will be cut off without notice from PG&E when their 105.25 Megawatt cap is reached. The Rule 21 Detail Study will allow the City to continue exploring the possibility of installing this solar array and secure our standing in the process with PG&E. The interconnection request may be withdrawn at any time should the City decide not to continue with development of the array.

FINANCIAL IMPACT:

There is no financial impact to entering into a Rule 21 Detail Study Agreement with PG&E. In July 2018, ENGIE paid a $10,000 application fee to PG&E which will cover the cost of the detail study. If the City chooses to implement this solar array project or other projects identified in the assessment with a company other than ENGIE, the City would reimburse ENGIE for this application fee.

ALTERNATIVES:

1. Council can choose to enter into the Agreement providing staff and ENGIE the opportunity to further explore the viability of this project.
2. Council may choose to not enter into the Agreement and forego the City's opportunity to participate in RES-BCT.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 431 - Develop a City plan to promote both governmental and citizen use of alternative sources of energy.

ATTACHMENTS:

1. Resolution
2. Rule 21 Detailed Study Agreement

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR A RULE 21 DETAIL STUDY FOR SOLAR ARRAY INTERCONNECTION AT THE CITY OF MADERA, MADERA MUNICIPAL AIRPORT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera (City) desires to evaluate opportunities to implement energy retrofits and energy conservation measures into City buildings and facilities in an effort to save money, use less energy, and improve the sustainability of its operations; and

WHEREAS, the City entered into a Program Development Agreement with ENGIE Services U.S. Inc (ENGIE) for the preparation of a detailed assessment of approximately 50 City sites to identify and confirm opportunities for energy retrofits and energy conservation measures; and

WHEREAS, ENGIE submitted an Interconnection Application with Pacific Gas and Electric Company (PG&E) on behalf of the City on July 26, 2018, for a solar array at the Madera Municipal Airport; and

WHEREAS, a Rule 21 Detail Study Agreement with PG&E is necessary as part of the Renewable Energy Self-Generation Bill Credit Transfer program process; and

WHEREAS this Agreement to provide a detail study of the proposed solar array by PG&E has been developed to the satisfaction of both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

finds, orders and determines as follows:

1. The above recitals are true and correct.
2. The Rule 21 Detail Study Agreement, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.

3. The Mayor is authorized to execute the Agreement on behalf of the City.

4. This Resolution is effective immediately upon adoption.

* * * * * * * * * * *

Pacific Gas and Electric Company®

RULE 21 DETAILED STUDY AGREEMENT

THIS DETAILED STUDY AGREEMENT ("AGREEMENT") is made and entered into this __ day of _____, 20___ by and between City of Madera , a Municipality , organized and existing under the laws of the State of California , ("Applicant,") and Pacific Gas and Electric Company, a corporation, existing under the laws of the State of California, ("Distribution Provider "). Applicant and Distribution Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Distribution Provider, as a public utility in the State of California subject to the jurisdiction of the California Public Utilities Commission ("Commission"), provides non-discriminatory access to generating facilities wishing to interconnect to its Distribution System or Transmission System under the provisions of Rule 21 of its Tariffs; and

WHEREAS, Applicant is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request submitted by Applicant dated 07/26/2018 ; and

WHEREAS, Applicant desires to interconnect the Generating Facility with the Distribution System or Transmission System pursuant to the [X] Independent Study Process, or [ ] Distribution Group Study Process [check one]; and

WHEREAS, the Applicant has requested Distribution Provider to perform Interconnection Studies to assess the system impact of interconnecting the Generating Facility to the Distribution System, Transmission System and any Affected Systems and to specify and estimate the cost of the equipment, engineering, procurement and construction work needed on the Distribution Provider's electric system to physically and electrically connect the Generating Facility to the Distribution Provider's Distribution System or Transmission System in accordance with Good Utility Practice;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agreed as follows:

1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated in Distribution Provider's Rule 21.

2.0 Applicant elects and Distribution Provider shall cause to be performed Interconnection Studies consistent with Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or Section F.3.c of Rule 21 for Interconnection Requests evaluated under the Distribution Group Study Process.

3.0 The scope of the Interconnection Studies shall be subject to the assumptions set forth in Attachments A and, if applicable, Attachment B to this Agreement.

4.0 The Interconnection Studies will be based upon the technical information provided by Applicant in the Interconnection Request, as may be modified as the result of the Scoping Meeting, or other permitted modifications in accordance with Section F.3.b or Section F.3.c of Rule 21, as applicable. Any technical data supplied by Applicant is assumed to be complete and accurate. Distribution Provider is not required to verify any information or data provided by Applicant as part of the Interconnection Studies. Distribution Provider reserves the right to request additional technical information from Applicant as may reasonably become necessary consistent with Good Utility Practice during the course of the Interconnection Studies. Applicant shall provide the requested technical information to Distribution provider within thirty (30) Calendar Days of a written request for such information. Distribution Provider may suspend the Interconnection Studies until such information is provided and the due date for completion of the Interconnection Studies may be adjusted to reflect the suspension period. If Applicant modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the Interconnection Studies may be modified as specified in Rule 21.

5.0 The Interconnection Study report for each Interconnection Study shall provide the information specified in Rule 21.

6.0 Applicant shall provide Interconnection Financial Security in accordance with Rule 21 Section F.4, including Section F.4.b which requires the Applicant to provide the initial Interconnection Financial Security on or before sixty (60) Calendar Days after being provided with the final Interconnection System Impact Study report or DGS Phase I Interconnection Study report, as applicable.

7.0 For Interconnection Requests evaluated under the Independent Study Process, unless the Parties agree to waive the Facilities Study in accordance with Section F.3.b.vii of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty-five (25) Business Days of the issuance of the final Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, and (2) the Facilities Study deposit, if required, within (i) ten (10) Business Days following the Interconnection System Impact Study results meeting, or (ii) within twenty five (25) Business Days of the issuance of the final

Interconnection System Impact Study report if no Interconnection System Impact Study results meeting is held, in accordance with Section F.3.b.vi of Rule 21.

For Interconnection Requests evaluated under the Distribution Group Study Process, unless the Parties agree to waive the DGS Phase II Interconnection Study in accordance with Section F.3.c.ix of Rule 21, Applicant shall submit to the Distribution Provider (1) the data required by the Distribution Provider within (i) five (5) Business Days following the DGS Phase I Interconnection Study results meeting, or (ii) within thirty (30) Calendar Days of the issuance of the final DGS Phase I Interconnection Study report if no DGS Phase I Interconnection Study results meeting is held, and (2) the DGS Phase II Interconnection Study deposit, if required, within thirty (30) Business Days of the issuance of the final DGS Phase I Interconnection Study report in accordance with Section F.3.c.viii of Rule 21.

8.0 Upon completion of the Interconnection Studies, Distribution Provider shall charge and Applicant shall pay the actual costs of the Interconnection Studies pursuant to Section E.3.a of Rule 21.

9. 0 The Distribution Provider may provide copies of the Interconnection Studies results to the CAISO, an Affected System Operator and the Western Electricity Coordinating Council. Requests for review and input from any Affected System Operators or the Western Electricity Coordinating Council may arrive at any time prior to interconnection.

10.0 Substantial portions of technical data and assumptions used to perform the Interconnection Studies, such as system conditions, existing and planned generation, and unit modeling, may change, other than changes described in Section 4, after the Distribution Provider provides the Interconnection Studies results to the Applicant. Interconnection Studies results will reflect available data at the time the Distribution Provider provides the Interconnection Study reports to the Applicant. If new data is provided after Distribution Provider has begun work on the Interconnection Studies, Distribution Provider is not responsible for updating the Interconnection Studies to reflect new information or a change in information used in the Interconnection Studies. Distribution Provider may determine that a new study, or revision or reevaluation of the Interconnection Studies is required. In that event, Applicant shall either enter into a separate agreement providing that it shall reimburse Distribution Provider for the costs of such new or revised study or its Interconnection Request will be deemed withdrawn. The Distribution Provider shall not be responsible for any additional costs, including, without limitation, costs of new or additional facilities, system upgrades, or schedule changes, that may be required as a result of changes in such data and assumptions.

11.0 The Distribution Provider shall maintain records and accounts of all costs incurred in performing the Interconnection Studies in sufficient detail to allow verification of all costs incurred, including associated overheads. The Applicant shall have the right, upon reasonable notice, at the Distribution Provider's offices and at its own expense, to audit the Distribution Provider's records as necessary and as appropriate in order to verify costs incurred by the Distribution Provider. Any audit requested by the Applicant shall be completed, and written notice of any audit dispute provided to the Distribution Provider, within one hundred eighty (180) Calendar Days following receipt by the Applicant of the Distribution Provider's notification of the final costs of the Interconnection Studies.

12.0 In accordance with Section F.6 of Rule 21, the Applicant may withdraw its Interconnection Request at any time by written notice to the Distribution Provider. Upon receipt of such notice, this Agreement shall terminate, subject to the requirements of Section D.7 and E.3.a of Rule 21.

13.0 This Agreement shall become effective upon the date the fully executed Agreement and the Detailed Study deposit as required by Section E.3.a are received by the Distribution Provider. If the Distribution Provider does not receive the fully executed Agreement and Detailed Study deposit within thirty (30) Business Days after the scoping meeting pursuant to Section F.3.b of Rule 21 for Interconnection Requests evaluated under the Independent Study Process or, in the case of Interconnection Requests evaluated under the Distribution Group Study Process, the earlier of (i) thirty (30) Business Days after the scoping meeting or (ii) the start date of the DGS Phase I Interconnection Study pursuant to F.3.c of Rule 21, then the Interconnection Request will be deemed withdrawn.

14.0 Miscellaneous.

14.1 Dispute Resolution. Any dispute arising out of or in connection with the Agreement shall be subject to the dispute resolution provisions of Rule 21.

14.2 Confidentiality. Confidential Information shall be treated in accordance with Section D.7 of Rule 21.

14.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

14.4 Conflicts. In the event of a conflict between the body of this Agreement and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.

14.5 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement, or such Section of Rule 21 or such Appendix to Rule 21, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article Section, or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".

14.6 Entire Agreement. This Agreement, including all Appendices and Schedules attached hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations under this Agreement.

14.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by the Applicant shall not constitute a waiver of the Applicant's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

14.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement

14.10 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

14.11 Amendment. The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by both of the Parties.

14.12 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this Agreement by a written instrument duly executed by both of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all applicable laws and regulations.

14.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

14.14 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Applicant shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Applicant will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Applicant pursuant to this Section will provide that prior to or upon the exercise of the secured Party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

14.15 This Agreement is subject to the applicable provisions of PG&E's tariffs, including Rule 21, as filed and authorized by the California Public Utilities Commission ("CPUC"). This Agreement shall at all times be subject to such changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS THEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

City of Madera

By: _____

Printed Name: _____

Title: _____

Date: _____

Pacific Gas and Electric Company

By: _____

Printed Name: Brandon Tran

Title: Supervisor, EGI

Date: _____

ASSUMPTIONS USED IN CONDUCTING THE INTERCONNECTION SYSTEM IMPACT STUDY OR DGS PHASE I INTERCONNECTION STUDY

The Interconnection System Impact Study or DGS Phase I Interconnection Study will be based upon the information set forth in the Interconnection Request and agreed upon in the Scoping Meeting held on 1/4/2019, subject to any modifications in accordance with Section F.3.b or Section F.3.c, as applicable, of Rule 21, and the following assumptions:

Designation of Point of Interconnection and configuration to be studied.

Additional Comments:

Pacific Gas and Electric Company®

RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT B

DATA FORM TO BE PROVIDED BY APPLICANT

This Attachment B is to be used when Applicant opts for a Rule 21 interconnection at transmission voltage.

If applicable, this Attachment is to be provided prior to the commencement of the Interconnection Facilities Study or DGS Phase II Interconnection Study.

Generating Facility size (MW):_____

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, transmission circuits, etc.

One set of metering is required for each generation connection to the new ring bus or existing Distribution Provider station. Number of generation connections: _____

On the one line diagram indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one line diagram indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

Will an alternate source of auxiliary power be available during CT/PT maintenance?
_____Yes _____ No

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? _____Yes _____No (Please indicate on one line diagram).

What type of control system or PLC will be located at Applicant's Generating Facility?

_____

What protocol does the control system or PLC use?

_____

NOT APPLICABLE

Pacific Gas and Electric Company®

RULE 21 DETAILED STUDY AGREEMENT

ATTACHMENT B

Please provide a 7.5-minute quadrangle of the site. Sketch the plant, station, transmission line, and property line.

Physical dimensions of the proposed interconnection station:

_____Bus length from generation to interconnection station:

_____

Line length from interconnection station to Distribution Provider's transmission line.

_____

Tower number observed in the field. (Painted on tower leg)* _____

Number of third party easements required for transmission lines*:

_____

* To be completed in coordination with Distribution Provider.

NOT APPLICABLE

Is the Generating Facility in the Distribution Provider's service area?

_____Yes _____No Local provider: _____

Please provide proposed schedule dates:

Environmental survey start:	Date _____
Environmental impact report submittal:	Date_____
Procurement of project equipment:	Date_____
Begin Construction	Date: _____
Generator step-up transformer receives back feed power	Date: _____
Generation Testing	Date: _____
Commercial Operation	Date: _____

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: C-1

SUBJECT:

Public hearing and consideration of introduction of an ordinance prezoning approximately 20 acres of property located south and west of the intersection of Ellis Street and North D Street into the PD-6000 (Planned Development) Zone District.

RECOMMENDATION:

The Planning Commission (Commission) and staff recommend that the City Council (Council), after considering public testimony, introduce an ordinance prezoning the subject property.

SUMMARY:

On February 12, 2019, the Commission adopted a resolution (see Attachment 3) recommending to the Council the adoption of an ordinance prezoning the subject property to the PD-6000 (Planned Development) Zone District. The subject property includes a total of 7 parcels encompassing approximately 20 acres. The prezoning is a prerequisite to annexation into the City. In conjunction with the prezoning request, the Commission approved a 10-acre, 61-lot subdivision (see Attachment 2) and an environmental document.

DISCUSSION:

The project site is currently located outside the northern boundary of the City limits. Current zoning on the project site is the County's AR-5 (Agricultural Rural – 5 acres) Zone District. The applicant proposes to prezone the two project parcels into the PD-6000 (Planned Development) Zone District in advance of an application for annexation into the City. The property must be prezoned before such application can be filed. If the annexation is ultimately approved, the City's PD-6000 zone will replace the County's zoning designation as the effective land use regulation governing the property.

The Madera Local Agency Formation Commission (LAFCO) is the lead agency for annexations of properties into the City. As a component of the annexation process, per Madera LAFCO's determination, other properties may be required to be annexed into the City that were not originally intended in the application submittal. This typically occurs when annexation proposals include properties that do not abut to the City limits boundary or do not result in a clean logical boundary. For this project, LAFCO has determined that five additional parcels are required to be annexed in addition to the two project parcels. These five parcels connect the project parcels to the nearest City limit

boundary at the intersection of Adell Street and North D Street. As a result, the City is required to prezone these five additional parcels along with the two project parcels. Staff did not receive opposition from any of the property owners proposed to be annexed into the City.

The proposed PD-6000 (Planned Development) Zone District is consistent with the underlying LD (Low Density Residential) General Plan land use designation, which has a density range requirement of between 2.1 and 7 dwelling units per acre. The PD-6000 Zone District has a maximum density requirement of one unit per each 6,000 square feet of site area. For the 10-acre subdivision, the allowable density range is between 21 and 69 units. Thus, the proposed 61-lot single-family residential subdivision is also consistent with the General Plan and Zoning Ordinance.

The approval of a precise plan by the Commission will be required when development of homes is desired within the subdivision.

FINANCIAL IMPACT:

The applicant paid $10,116.50 in Planning Department entitlement fees to offset the costs associated with processing this prezoning request, the subdivision map, and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of homes within the approved subdivision, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the subdivision require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The first of the four core vision statements in the Vision Plan is "A Well-Planned City." The Council, by considering how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help provide consistency with Strategy 131, which states, "Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components."

ALTERNATIVES:

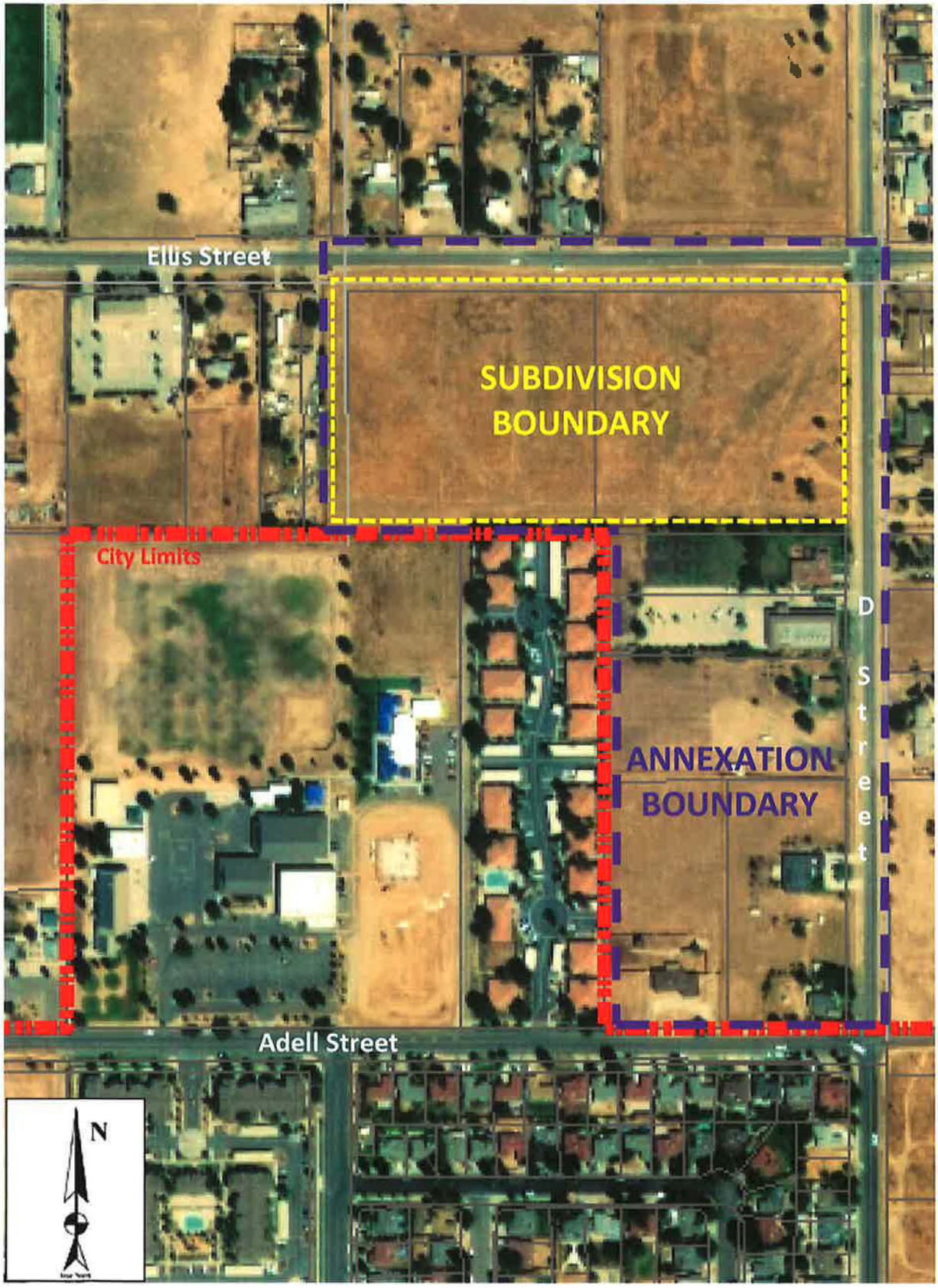
The City Council could consider alternatives other than staff's recommendation of introduction of the prezone ordinance. Those include:

1. Denial of the request for prezoning. Should the requests be denied, the project site would remain within the current county zoning and annexation and subdivision of the subject properties would be suspended.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

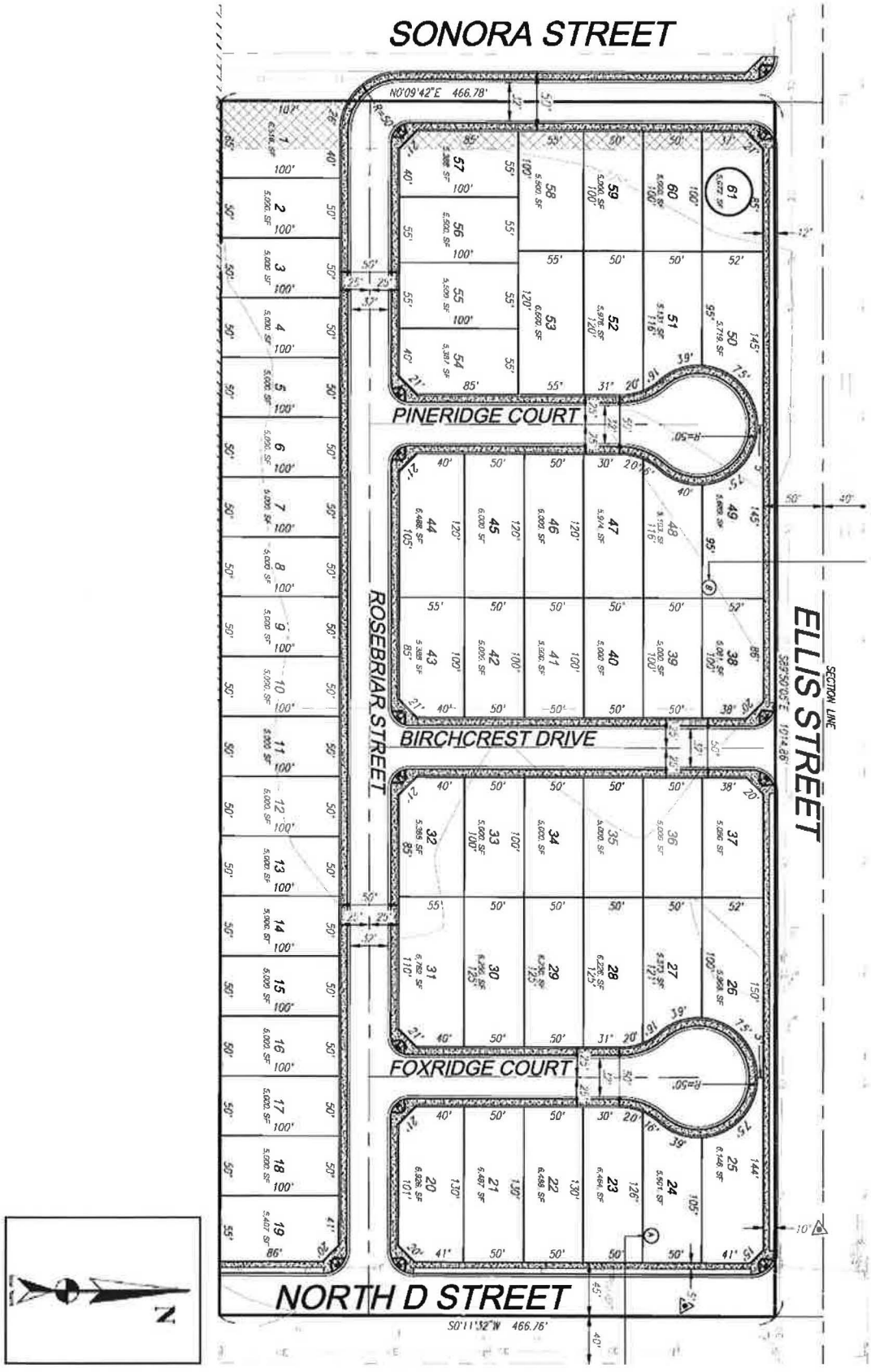
ATTACHMENTS:

1. Aerial Map
2. Subdivision Map
3. Planning Commission Resolution No. 1841
   Exhibit A - Zoning Map
4. Ordinance
   Exhibit A - Zoning Map

Attachment 1: Aerial Photo



Attachment 2: Subdivision Map



Attachment 3: Planning Commission Resolution No. 1841

RESOLUTION NO. 1841

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE PREZONING APPROXIMATELY 20 ACRES OF PROPERTIES (APN: 038-070-012, 038-082-001, 038-090-002, 038-090-003, 038-090-004, 038-090-005, 038-090-006), LOCATED ON THE WEST SIDE OF NORTH D STREET, SOUTH OF ITS INTERSECTION WITH ELLIS STREET AND NORTH OF ITS INTERSECTION WITH ADELL STREET, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, a proposal has been made to prezone approximately 20 acres of property (APN: 038-070-012, 038-082-001, 038-090-002, 038-090-003, 038-090-004, 038-090-005, 038-090-006), located on the west side of North D Street, south of its intersection with Ellis Street and north of its intersection Adell Street, to the PD 6000 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed prezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the prezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration and prezoning were distributed for public review and comment to various local agencies and groups; and

WHEREAS, public notice of this public hearing was given by mail and published notice in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.

2. The Planning Commission hereby finds that proposed prezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.

3. The Planning Commission hereby recommends the City Council adopt an ordinance prezoning property as indicated on the attached Exhibit A.

4. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 12th day of February 2019, by the following vote:

AYES: Commissioners Richard Broadhead, Ryan Cerioni, Israel Cortes, Robert Gran Jr., Ramon Lopez, Alex Salazar

NOES:

ABSTENTIONS:

ABSENT: Commissioner Pamela Tyler

Robert Gran, Jr.
Planning Commission Chairperson

Attest:

Christopher F. Boyle
Planning Manager

EXHIBIT 'A'



Attachment 4: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 20 ACRES OF PROPERTY LOCATED SOUTH AND WEST OF THE INTERSECTION OF ELLIS STREET AND NORTH D STREET INTO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this Council have held public hearings upon the prezoning of these properties and have determined that the proposed prezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed prezoning is in the best interest of the City of Madera, and the Council hereby approves the prezoning based on the following findings:

FINDINGS:

1. THE PROPOSED PREZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

2. THE PREZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A


ELLIS
SONORA
PZ-PD (3000)
R1
PD (3000)
O
ADELL
N
PD (3000)
R1
SONORA
LYNN
R1

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:
Wendy Silva, Director of Human Resources
Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019
Agenda Number: C-2

SUBJECT:
Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Ranges for the Positions of Director of Community Development and City Engineer

RECOMMENDATION:
The City Manager recommends the City Council (Council) adopt the resolution approving employment agreements with Department Head staff and adopt the resolution effectuating the salary range changes contemplated in the proposed agreements.

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 Employment Agreements for the listed positions will modify the offered benefit package, most notably as it relates to the type and amount of paid leave available, reduce the annual leave cash-out provision, eliminate management incentive pay, reduce sick leave cash-out at separation, eliminate automobile allowances, and eliminate City-paid medical insurance in retirement for individuals who do not already have more than fifteen years of City service. The action will also modify the assigned salary ranges for the positions of City Engineer and Director of Community Development.*

SUMMARY:
Department Head employees have individual at-will employment agreements that outline their respective terms and conditions of employment. Existing agreements with the Director of Community Development, City Engineer, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, and Director of Human Resources are currently due for renewal. Agreements with the Information Services Manager, Grant Administrator, and Chief of

Police are mid-term, but are being renewed/modified at this time to reflect the new reduced fringe benefits package.

DISCUSSION:

After review of the information provided by both the Koff & Associates compensation study and information and recommendations presented by consultant Ron Manfredi, Council provided direction on modification and reduction of the benefits available to Department Head employees. This direction also includes modification to the assigned salary ranges for the Director of Community Development and City Engineer. City Manager Arnoldo Rodriguez has proposed new agreements that follow the direction provided by Council. The new/modified terms of the agreements and benefit package offered are summarized as follows:

A. Term: The term for all agreements is three years. While existing contracts expire at various times, all employees have elected to have their agreements effective immediately.

B. Severance: No changes are proposed to the existing language. It will remain at 1 ½ months' salary and health benefits.

C. Annual Leave: The current Annual Leave program will be eliminated and replaced with a leave program equal to Mid-Management employees that includes:

- Vacation
- Administrative Leave
- Paid Holidays
- Sick
- Floating Holidays

Going forward, current employees with a minimum balance of 160 hours will be provided the option of cashing out up to 80 hours of vacation each year. For any new management contracts for new hires or internal promotions going forward, vacation cash-out will be 40 hours per year for 0-9 years of City service and 80 hours per year for 10+ years of City service.

Table 1 shows the difference in the maximum available cash-out under the Annual Leave Program and the maximum 80-hour cash-out of vacation should the employee elect to cash-out vacation under the new agreement. It should be noted that under the Annual Leave Program, the annual cash-out was mandatory, but under the new leave structure, annual cash-out of vacation will be optional and it is expected that not all employees will utilize this option.

Table 1: Annual Leave Comparison		
	Existing	Proposed
Position	*Maximum Cash-Out*	*80-hour Cash-out (if elected by employee)*
Chief Building Official	$10,868.38	$4,347.35
Director of Human Resources	$15,930.63	$5,689.51
Director of Community Development	$18,269.48	$6,740.23
City Engineer	$12,633.80	$5,281.81
Director of Parks & Community Services	$10,296.31	$5,720.17
Director of Financial Services	$10,628.40	$5,904.66
Grant Administrator	$9,261.66	$3,704.66
Information Services Manager	$9,868.68	$3,947.47
Chief of Police	$15,819.26	$6,327.70
Totals	**$113,576.60**	**$48,002.85**

D. Sick leave cash-out: The sick leave cash-out upon retirement or positive separation from the City has been reduced from a maximum of 50 percent of the sick leave balance available for cash-out to a maximum of 30 percent of the sick leave balance available for cash-out.

E. Effective date of leave conversion: Given that the agreement with the Information Services Manager is being effectuated in the middle of his existing employment agreement, the leave conversion will be effective July 1, 2019. The leave conversion is effective immediately for all other agreements.

F. Health insurance benefits: Department Heads will be tied to the Mid Management Employee Group, whereas the Chief of Police will be tied to the Law Enforcement Mid Management Group. Any changes to health insurance contributions negotiated by the City with these labor groups will be automatically implemented for Department Head employees.

G. Longevity pay: Longevity pay is being frozen and no additional longevity pay will be earned. The only exception is that the City will honor any longevity pay for which an employee will be eligible before the end of the current fiscal year. Only the Chief Building Official is eligible for additional longevity pay between now and the end of the fiscal year.

H. Retiree medical: Currently all agreements provide that if an employee retires from City service with at least twenty (20) years total service to the City, three (3) of which are in management, the retiree will receive City-paid health insurance. Existing management employees will only continue to be offered City paid retiree medical if the employee has already accrued at least fifteen (15) years of City service as of the date of the new

contract. The benefit will be eliminated from contracts of employees who do not meet this threshold at this time, and will not be offered going forward to new hires. For those who meet the 15-year threshold, the benefit is being modified to include a cap on the City's contribution. If the policy premium exceeds the cap, then the retiree will be responsible for the balance due. The cap will be $600 per month until the retiree is eligible for Medicare, at which time the cap will be $300 per month.

The following table shows current Department Head length of service with the City:

Table 2: Department Head Years of Service

Position	*Current Years of City Service*[1]
Chief of Police	*23.5*
Chief Building Official	*17.0*
Director of Human Resources	*16.2*
Director of Community Development	13.3
City Engineer	13.2
Director of Parks & Community Services	11.6
Director of Financial Services	5.4
Grant Administrator	2.8
Information Services Manager	1.9

[1] Positions in *italics* will be eligible to receive retiree benefits

I. Management Incentive Pay: Employees who previously made the irrevocable election to convert leave to 2.7 percent Management Incentive Pay will no longer receive Management Incentive Pay after the effective date of the contract. Management Incentive Pay will not be offered going forward.

Currently the following Department Heads have Management Incentive Pay that will be eliminated going forward. The annual value of this pay is shown for each:

Table 3: Management Incentive Pay

Position	*Current Annual Incentive Pay*
Director of Parks & Community Services	$3,726.39
Director of Financial Services	$4,036.10
Total	**$7,762.49**

J. Automobile allowances: All automobile allowances for Department Head employees are being eliminated. The following table represents the monthly automobile allowances that will cease effective March 2019.

Table 4: Annual Leave Comparison	
Position	*Current Annual Auto Allowance*
City Engineer	$4,200
Director of Community Development	$4,200
Information Services Manager	$600
Director of Financial Services	$600
Grant Administrator	$600
Total	**$10,200**

K. Technology allowance: Department Head employees will continue to have the option to elect either a City-issued cell phone or receipt of a technology allowance to use their personal cell phone for City business.

L. Salary modifications:

1. The assigned salary range for the Director of Community Development is being modified to reflect an annual decrease in base salary of $10,000. This decrease requires two actions by Council: first, the establishment of the new range on the City's salary schedule, and second, the assignment of the position to the new range. These actions are provided in the second proposed resolution included with this report.

2. The assigned salary range for the City Engineer is being modified to reflect an increase of $6,021.67 annually to correct for compaction between the City Engineer and Deputy City Engineer positions caused by the benefit package reductions for Department Head positions. The City Engineer's assigned salary range will be equal to that of the Public Works Operations Director. This action requires assignment of the position to the new range on the City's salary schedule, and this is proposed in the second resolution included with this report.

M. Uniform allowance: The Chief of Police will receive a uniform allowance equal to the uniform allowance received by sworn employees in the Law Enforcement Mid Management group. Currently, it is $750 annually.

N. Department head employees will continue their compensation reduction to pay a portion of the Employer Contribution to CalPERS (2.375 percent for miscellaneous, 3 percent for sworn). However, the option to achieve this through leave reduction will no longer exist and the employee must opt for either a salary reduction or post-tax payroll deduction. Currently all Department Heads have this reduction taken through the salary reduction option or the payroll deduction; this will only eliminate the leave reduction option going forward for new hires and internal promotions.

FINANCIAL IMPACT:
The proposed agreements contain many modifications and/or changes that will have monetary impacts on the City's budget. These changes are outlined in the discussion section of the report by line item.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:
If the Council does not take action on the resolution, existing agreement terms will continue until the individual employment agreements expire.

ATTACHMENTS:
1. Resolution approving employment agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.
2. Resolution modifying the assigned salary ranges for the positions of Director of Community Development and City Engineer.
3. Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING EMPLOYMENT AGREEMENTS WITH THE GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, Employment Agreements have been prepared for the following at-will positions:

- Grant Administrator
- Director of Community Development
- City Engineer
- Director of Parks & Community Services
- Chief of Police
- Chief Building Official
- Information Services Manager
- Director of Financial Services
- Director of Human Resources

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 At-Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for more particulars, are approved.

3. The City Manager is authorized to execute the Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.

4. This resolution is effective immediately upon adoption.

* *

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGES FOR THE POSITIONS OF DIRECTOR OF COMMUNITY DEVELOPMENT AND CITY ENGINEER

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

SECTION 1. Effective March 2, 2019, City of Madera Salary Schedule M is hereby modified by the addition of Range 556M as follows:

	Annual Pay Rate					
Range	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**
556M	$137,251.38	$144,126.20	$151,345.37	$158,926.15	$166,886.64	$175,245.87

SECTION 2. Effective March 2, 2019, the Director of Community Development and City Engineer classifications are hereby assigned to City of Madera Salary Schedule M as follows:

Position	**Range**	**Annual Minimum**	**Annual Maximum**
Director of Community Development	556M	$137,251.38	$175,245.87
City Engineer	508	$107,600.72	$137,327.14

SECTION 3. This resolution is effective immediately upon adoption.

* *

GRANT ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Evelyn Ivette Iraheta (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Evelyn Ivette Iraheta as Grant Administrator for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Grant Administrator; and

WHEREAS, Evelyn Ivette Iraheta desires to be employed as Grant Administrator for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Grant Administrator shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Grant Administrator Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Grant Administrator is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Grant Administrator.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Grant Administrator job duties, the Employer will comply with the law in regard to separating the Grant Administrator from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Grant Administrator for her services rendered pursuant hereto a base salary of $ 3,889.75 bi-weekly (City of Madera Salary Schedule Range 476, Step C) payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
   Sick Leave may be used up to the limit of seventy-two hours each calendar year:

   3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

      3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

      3.1.2. Spouse or Registered Domestic Partner

      3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

      3.1.4. Grandparent

      3.1.5. Grandchild.

      3.1.6. Sibling.

   3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

      3.2.1. A temporary restraining order or restraining order.

      3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E.Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for

Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

By prior agreement, Employee was provided a $50 per month automobile allowance for use of her personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of her personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of her personal vehicle consistent with the City's Travel and Business Expense Policy.

G. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Grant Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Grant Administrator is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Grant Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Grant Administrator's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Grant Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Evelyn Ivette Iraheta

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF COMMUNITY DEVELOPMENT
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and David Merchen (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of David Merchen as Director of Community Development for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to establish certain conditions of employment, and to set working conditions of said Director of Community Development; and

WHEREAS, David Merchen desires to be employed as Director of Community Development for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Community Development shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Community Development Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Director of Community Development is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Community Development.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Community Development job duties, the Employer will comply with the law in regard to separating the Director of Community Development from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Effective the first day of the pay period in which this Agreement is effected, the assigned salary range for the position of Director of Community Development will be reduced from City of Madera Salary Schedule M Range 568 to Range 556M:

	Annual Pay Rate					
Range	**A**	**B**	**C**	**D**	**E**	**F**
568	$145,143.85	$152,400.41	$160,013.43	$168,021.10	$176,423.43	$185,245.87
556M	$137,251.38	$144,126.20	$151,345.37	$158,926.15	$166,886.64	$175,245.87

Effective the first day of the pay period in which this Agreement is effected, Employer agrees to pay the Director of Community Development for his services rendered pursuant hereto a base salary of $6,740.23 bi-weekly (City of Madera Salary Schedule Range 556M, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

   The maximum vacation Employee is allowed to accumulate is 360 hours.

   Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

   Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave
   Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays

The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. City Provided Automobile

By prior agreement, Employee was provided with a $350 per month automobile allowance for use of his personal vehicle while conducting. City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree

chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

By prior agreement, Employee received a monthly technology allowance of $75. Effective the first paycheck of March, 2019, Employee will no longer receive the technology allowance and will be issued a cell phone for business use.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Community Development, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Community Development is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Community Development. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Community Development's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Community Development has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

David Merchen

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Keith Helmuth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Keith Helmuth as City Engineer for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said City Engineer; and

WHEREAS, Keith Helmuth desires to be employed as City Engineer for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The City Engineer shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the City Engineer Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The City Engineer is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Engineer.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the City Engineer job duties, the Employer will comply with the law in regard to separating the City Engineer from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Effective the first day of the pay period in which this Agreement is effected, the assigned salary range for the position of City Engineer will be changed from City of Madera Salary Schedule M Range 499 to Range 508:

	Annual Pay Rate					
Range	**A**	**B**	**C**	**D**	**E**	**F**
499	$102,877.59	$108,020.84	$113,431.43	$119,096.63	$125,054.65	$131,305.47
508	$107,600.72	$112,985.85	$118,638.33	$124,570.88	$130,796.24	$137,327.14

Effective the first day of the pay period in which this Agreement is effected, Employer agrees to pay the City Engineer for his services rendered pursuant hereto a base salary of $5,281.81 bi-weekly (City of Madera Salary Schedule Range 508, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave
   Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
   The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

   The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

   The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

   In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

   Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

   Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan
   The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

   Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Automobile Allowance

By prior agreement, Employee was provided a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

F. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

G. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree

chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the City Engineer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The City Engineer is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Engineer's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary,

compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the City Engineer has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Keith Helmuth

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF PARKS & COMMUNITY SERVICES
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Mary Anne Seay (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Mary Anne Seay as Director of Parks & Community Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Parks & Community Services; and

WHEREAS, Mary Anne Seay desires to be employed as Director of Parks & Community Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Director of Parks & Community Services on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Director of Parks & Community Services of the newly proposed term at the time of its offer to renew. The Director of Parks & Community Services must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Parks & Community Services shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Parks & Community Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Director of Parks & Community Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Parks & Community Services.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event Employee becomes mentally or physically incapable of performing the Director of Parks & Community Services job duties, the Employer will comply with the law in regard to separating the Employee from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Director of Parks & Community Services on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Parks & Community Services for her services rendered pursuant hereto a base salary of $5,308.25 bi-weekly (City of Madera Salary Schedule Range 509, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

By prior agreement, Employee opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive was in addition to the base salary identified above. Effective the first day of the pay period in which this Agreement is effected, this option will no longer be offered by Employer, and management incentive pay will cease for Employee.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as

outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

   The maximum vacation Employee is allowed to accumulate is 360 hours.

   Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

   Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave
   Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

   In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in

compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date

of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

G. Other

The City Manager shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of the Director of Parks & Community Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Parks & Community Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Parks & Community Services' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Director of Parks & Community Services: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Parks & Community Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Mary Anne Seay

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Charlie Dino Lawson (hereinafter referred to as "Chief of Police"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Charlie Dino Lawson as Chief of Police for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief of Police; and

WHEREAS, Charlie Dino Lawson desires to be employed as Chief of Police for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Chief of Police on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief of Police of the newly proposed term at the time of its offer to renew. The Chief of Police must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Chief of Police shall at all times serve at the pleasure of the City Manager. This means that the Chief of Police is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief of Police at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief of Police to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to the MOU.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Chief of Police to perform the functions and duties of such office as set forth in the Chief of Police Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Chief of Police is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief of Police.

C. The Chief of Police shall not be involved in any outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Chief of Police's employment with the City. However, Employee may engage in teaching for up to five (5) hours per week without prior written approval of the City Manager.

D. The Chief of Police will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Chief of Police becomes mentally or physically incapable of performing the Chief of Police job duties, the Employer will comply with the law in regard to separating the Police Chief from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Chief of Police on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Chief of Police for his services rendered pursuant hereto a base salary of $6,327.70 bi-weekly (City of Madera Salary Schedule Range 554, Step E), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution other Safety employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 9% Employee Contribution per Section 6.C. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 3% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of

the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on

a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of

each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Law Enforcement Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. The Chief of Police will be placed on the appropriate safety plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. City Provided Automobile

The Chief of Police will be provided with a City of Madera fleet vehicle for use while performing official duties.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief of Police has twenty years of service with the City, at least three (3) of which are in the position of Chief of Police, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a. City will contribute up to $600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds $600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.

b. At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of $300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds $300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If the Chief of Police does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan, the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Uniform Allowance

The Chief of Police will receive a uniform allowance equal to that received by sworn employees represented by the Law Enforcement Mid Management Employee Group

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief of Police, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

A. The Chief of Police is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: CONFLICT OF INTEREST

A. The Chief of Police shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. The Chief of Police shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief of Police's employment.

C. The Chief of Police is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 9: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

Section 10: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which employee serves as a member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

C. All travel and subsistence expenses will be paid/reimbursed in accordance with the City of Madera Travel and Business Expense Policy.

Section 11: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief of Police: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief of Police; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Chief of Police has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE	CITY OF MADERA
Charlie Dino Lawson	Arnoldo Rodriguez, City Manager
ATTEST:	APPROVED AS TO FORM:
Sonia Alvarez, City Clerk	City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks – Police Chief

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be split equally between the employee's new sick leave bank and new vacation bank (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Steven Woodworth (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Steven Woodworth as Chief Building Official for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Chief Building Official; and

WHEREAS, Steven Woodworth desires to be employed as Chief Building Official for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Chief Building Official on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Chief Building Official of the newly proposed term at the time of its offer to renew. The Chief Building Official must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Chief Building Official shall at all times serve at the pleasure of the City Manager. This means that the Chief Building Official is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Chief Building Official at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief Building Official to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Chief Building Official to perform the functions and duties of such office as set forth in the Chief Building Official Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Chief Building Official is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief Building Official.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. The Chief Building Official will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Chief Building Official becomes mentally or physically incapable of performing the Chief Building Official job duties, the Employer will comply with the law in regard to separating the Chief Building Official from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Chief Building Official on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Chief Building Official for his services rendered pursuant hereto a base salary of $4,241.32 bi-weekly (City of Madera Salary Schedule Range 464, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution. Because Employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement, Employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not

eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of

each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. The Chief Building Official will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned one (1) longevity pay step equal to 2.5% of base pay. Employee is due to earn an additional longevity step effective May 9, 2019, which will be granted. Therefore, Employee will be frozen at two (2) longevity pay steps as of July 1, 2019.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if the Chief Building Official has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a) City will contribute up to $600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds $600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.

b) At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of $300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds $300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If the Chief Building Official does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be

allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Chief Building Official, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Chief Building Official is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Building Official. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. The Chief Building Official shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. The Chief Building Official shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Chief Building Official's employment.

C. The Chief Building Official is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Chief Building Official: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Chief Building Official; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Chief Building Official has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE	CITY OF MADERA
Steven Woodworth	Arnoldo Rodriguez, City Manager
ATTEST	APPROVED AS TO LEGAL FORM
Sonia Alvarez, City Clerk	City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

INFORMATION SERVICES MANAGER
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Mark Souders (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Mark Souders as Information Services Manager for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Information Services Manager; and

WHEREAS, Mark Souders desires to be employed as Information Services Manager for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Information Services Manager shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Information Services Manager Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Information Services Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Information Services Manager.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Information Services Manager job duties, the Employer will comply with the law in regard to separating the Information Services Manager from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Information Services Manager for his services rendered pursuant hereto, a base salary of $4,043.50 bi-weekly (City of Madera Salary Schedule Range 474, Step D), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to reduce his salary in an equivalent amount. Employee's salary as set pursuant to the terms of this Agreement shall be reduced by 2.375% for reasons stated above.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Employee shall annually be entitled to receive twenty-five (25) days of Annual Leave to be credited to his account on July 1 of each year of the contract. Employee will be credited with 1 hour of additional leave for each hour of leave actually taken in said period up to a total of 160 additional hours credited. Any annual leave not taken on or before June 30 of the following year shall be paid to the Employee as additional salary at the end of each fiscal year at the hourly rate then in effect. This benefit shall be in lieu of receiving any vacation, holiday, administrative, or sick leave.

Effective July 1, 2019, Employee will receive credit for the last time to his Annual Leave bank, and will then immediately transition to leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick,

Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation
   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

   The maximum vacation Employee is allowed to accumulate is 360 hours.

   Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2020.

   Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave
   Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

   In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not

commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.
Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

E. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

F. Automobile Allowance

By prior agreement, Employee was provided a $50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first of the month following adoption of this agreement, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

G. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Information Services Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Information Services Manager is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Engineer. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial

interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Information Services Manager's employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 W. 4th Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Information Services Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Mark Souders

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's credited Annual Leave balance on July 1, 2019, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the 19/20 fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/20).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF FINANCIAL SERVICES
AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Tim Przybyla (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to employ the services of Tim Przybyla as Director of Financial Services for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Financial Services; and

WHEREAS, Tim Przybyla desires to be employed as Director of Financial Services for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Financial Services shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time after March 6, 2019, from his position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Financial Services Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Director of Financial Services is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Financial Services.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer his current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Financial Services job duties, the Employer will comply with the law in regard to separating the Director of Financial Services from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Financial Services for his services rendered pursuant hereto a base salary of $5,749.43 bi-weekly (City of Madera Salary Schedule Range 525, Step F), , payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said annual base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in his compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 7% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

By prior agreement, Employee opted to make an irrevocable election to convert 7 days of leave to salary, equivalent to a 2.7% management incentive. Said management incentive was in addition to the base salary identified above. Effective the first day of the pay period in which this Agreement is effected, this option will no longer be offered by Employer, and management incentive pay will cease for Employee.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1. For the sole purpose of leave accrual as provided in this Section 6.A., Employee received credit for nine (9) years of prior public service upon his original hire date with the City of Madera.

1. Vacation

   Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave

Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a

minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave

In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried

over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays

   The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

   The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

   The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

   In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%. Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned one (1) longevity pay step equal to 2.5% of base pay and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at one (1) longevity pay step.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. Retiree Paid Health Insurance

The City will allow Employee to continue to participate in the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

G. Automobile Allowance

By prior agreement, Employee was provided a $50 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

H. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan through the City's wireless carrier and will be expected to utilize his personal cell phone for City business. Employee's personal cell phone number must be available to the public.

I. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Financial Services, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

Section 7: TERMINATION

The Director of Financial Services is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Financial Services. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Financial Services' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Financial Services has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Tim Przybyla

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Wendy Silva (hereinafter referred to as "Employee"), both of whom understand as follows:

Recitals

WHEREAS, Employer desires to continue to employ the services of Wendy Silva as Director of Human Resources for the City of Madera; and

WHEREAS, it is the desire of the City Manager of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Director of Human Resources; and

WHEREAS, Wendy Silva desires to be employed as Director of Human Resources for said City of Madera.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Agreement

Section 1: TERM

A. The term of this Agreement shall be 3 years commencing on March 6, 2019. The Employer will provide written notice to the Employee on or before December 6, 2021, of its intent to offer to extend, renew, or otherwise not renew this contract for an additional term. If the Employer chooses to extend the Agreement, the Employer will inform the Employee of the newly proposed term at the time of its offer to renew. The Employee must respond to an offer to extend or renew the Agreement within 45 days of the offered extension or renewal.

B. The Director of Human Resources shall at all times serve at the pleasure of the City Manager. This means that the Employee is an at-will employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to suspend or terminate the services of the Employee at any time.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time, after March 6, 2019, from her position with Employer, upon thirty (30) calendar days advanced written notice to Employer.

Section 2: TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City Manager before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to the maximum amount of pay permitted by law under Government Code sections 53260 and 53261, up to a lump sum cash payment equal to one and one half (1 1/2) months' aggregate salary and health benefits. Upon such termination, Employee shall also be compensated for all earned paid leave and other accrued benefits to date of termination. This shall not include the payout of accumulated sick leave other than as authorized pursuant to this Agreement.

   In the event Employee is terminated for cause or for conviction, then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Manager that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction, such refusal to comply or such suggestion within the meaning and context of the herein severance pay provisions.

Section 3: DUTIES

A. Employer hereby agrees to employ the Employee to perform the functions and duties of such office as set forth in the Director of Human Resources Job Description on file with the Office of the City Clerk and referred to for more particulars, and to perform such other duties as the City Manager may from time to time assign.

B. The Director of Human Resources is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Director of Human Resources.

C. Employee may engage in up to five (5) hours per week for teaching without prior written approval of the Employer. Employee shall not be involved in any other outside employment without written prior approval from the Employer. This includes, but is not limited to, consultant work, speaking engagements, entering an independent contract relationship, or any other activities unrelated to the Employee's employment with the City.

D. Employee will maintain on file with the Employer her current place of residence and telephone number(s), and shall notify the Employer of any changes within twenty-four (24) hours.

E. In the event the Employee becomes mentally or physically incapable of performing the Director of Human Resources job duties, the Employer will comply with the law in regard to separating the Director of Human Resources from employment.

Section 4: PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an ongoing basis and shall, at least once annually on the employment anniversary date established, complete a written performance review and/or evaluation. The review and/or evaluation shall be in accordance with specific criteria developed by the City Manager. Specific criterion may be added or deleted as the City Manager may determine.

Section 5: SALARY

Employer agrees to pay the Director of Human Resources for her services rendered pursuant hereto a base salary of $5,415.49 bi-weekly (City of Madera Salary Schedule Range 513, Step F), payable in installments at the same time as the majority of the Employer's employees. The City Manager may review and adjust said base salary in such amounts and to such extent as the City Manager determines, consistent with the published City of Madera Salary Schedule adopted by the City Council of the City of Madera.

Employee desires to take a reduction in her compensation package equivalent to the salary contribution Miscellaneous employees are making towards the CalPERS Employee Contribution, however, employee already pays the full 8% Employee Contribution per Section 6.C. of the Agreement. Therefore, employee desires to contribute an equivalent amount of salary towards the Employer Contribution to CalPERS. These contributions toward the CalPERS Employer Contribution shall be made as an after tax payroll deduction and be equivalent to 2.375% of salary.

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Paid Leave

Effective the first day of the pay period in which this Agreement is effected, Employee will no longer receive an Annual Leave bank, but will instead receive leave banks/types as outlined below. To transition from the existing Annual Leave program to the revised separate leave types of Vacation, Sick, Administrative and Holiday, Employee's existing Annual Leave will be redistributed and the new leave banks credited as outlined in Exhibit 1.

1. Vacation

Employee will earn vacation credits, dependent upon the number of years of service with the City, for each pay period Employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to Employee upon retirement, resignation or termination.

COMPLETED YEARS	NUMBER OF HOURS RECEIVED PER PAY PERIOD
0 through 4 yrs.	3.6923 hrs. per pay period
5 through 9 yrs.	4.6156 hrs. per pay period
10 through 14 yrs.	5.5384 hrs. per pay period
15 through 19 yrs.	6.1538 hrs. per pay period
20 plus yrs.	6.4615 hrs. per pay period

The maximum vacation Employee is allowed to accumulate is 360 hours.

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year and is in addition to the above accrual schedule. Because this Agreement is being executed mid-fiscal year, Employee will not receive an anniversary date credit until the first anniversary date occurring on or after July 1, 2019.

Employee may request to cash out up to 80 hours of vacation once each fiscal year. To be eligible for such cash out provision, employees must have a vacation balance of at least 160 hours at the time of request. Requests must be made in writing to the Payroll Specialist at least 15 days in advance and such requests will be paid on a regular pay date of the City.

2. Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in this Agreement.

Employee may cash out sick leave upon retirement or positive separation from the City based on the below table. To be eligible, employees must be employed with the City on a full time basis for a minimum of five years. Negative terminations (discharge) are not eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to CalPERS service credit.

Years of Service	Sick Leave Cash-Out
5	7.5%
7	10.5%
10	15.0%
15	22.0%
20	30.0%

3. Family Sick Leave
Sick Leave may be used up to the limit of seventy-two hours each calendar year:

3.1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

3.1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)

3.1.2. Spouse or Registered Domestic Partner

3.1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

3.1.4. Grandparent

3.1.5. Grandchild.

3.1.6. Sibling.

3.2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

3.2.1. A temporary restraining order or restraining order.

3.2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

3.2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

3.2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

3.2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

3.2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to, the 12 days (96 hours) of Sick Leave earned per year. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

4. Administrative Leave
In recognition of the fact that Employee is expected to work all reasonable hours necessary to accomplish assigned tasks he will be credited with five days (40 hours) of Administrative Leave at the beginning of each fiscal year. This leave may not be carried over or cashed out and shall be taken under the same conditions as vacation leave. It is recognized that such time is not intended to provide an hour for hour or greater leave for actual hours worked over those scheduled, but is a benefit in recognition of duty requirements.

5. Holidays
The following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday.

In addition to the City observed holidays outlined above, Employee will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave. Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

B. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of $50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan.
The benefit plans offered by Employer and the monthly benefit allowance received by Employee from Employer will be equal to the benefit plans offered to and monthly benefit allowance received by employees represented by the Mid Management Employee Group.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

C. Retirement

The City participates in the CalPERS retirement system. Employee will be placed on the appropriate miscellaneous plan consistent with CalPERS membership requirements. The Employee will pay all of the Employee Contribution for the plan in pre-tax dollars under IRS Code 414(h)(2). The Employee will also be responsible for the Employee's Contribution for the 1959 Survivor's Benefit.

D. Longevity Pay

In addition to the established base salary, Employee is eligible for longevity pay at the rate of 2 ½% for each five years of service as a management employee to a maximum of 10%.

Effective July 1, 2019, longevity pay will be frozen and Employee will not be credited with any additional longevity pay beyond what has been accrued as of said date. As of the date of adoption of this Agreement, Employee has earned two (2) longevity pay steps equal to 2.5% of base pay each and is not due to earn any additional longevity before July 1, 2019. Therefore, Employee will be frozen at two (2) longevity pay steps.

E. Bereavement Leave

Employee is allowed an additional three (3) days leave per fiscal year in the event of death of any of the following members of the employee's family: spouse, child, parent or grandparent.

F. City Paid Health Insurance Upon Retirement

Upon retirement, if Employee has twenty years of service with the City, at least three (3) of which are in a department head management position, and Employee is eligible for CalPERS retirement at the time of retirement, Employee is eligible for the health benefits noted below.

a. City will contribute up to $600 per month towards the premium for medical coverage for employee (retiree) only with the City's plan through age 64, or until the retiree is eligible for Medicare, whichever occurs first. If the monthly premium for said policy exceeds $600 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and the retiree will no longer be eligible for this benefit. Employee may purchase dental and vision coverage for self; or medical, dental, and/or vision coverage for a spouse or eligible dependents if desired. Such purchase will be in accordance with Section 6.G. of this Agreement.

b. At age 65, or when eligible for Medicare if earlier, the City will pay or provide a health insurance benefits program which will be supplemental to Medicare, not to exceed a City contribution of $300 per month toward the policy. The program will cover only the retired Employee. The retired Employee must first obtain both parts A & B of Medicare. If the monthly premium for said policy exceeds $300 per month, retiree will be responsible for promptly paying the balance upon presentation of an invoice from the City's Accounts Payable division. In the event that an invoice is outstanding for more than ninety (90) days, the insurance policy will be cancelled and retiree will no longer be eligible for this benefit.

G. Retiree Paid Health Insurance

If Employee does not qualify for City Paid Health Insurance Upon Retirement as outlined in Section 6.F. of this agreement, the City will allow Employee to continue to participate in

the City health plan offerings (medical, dental, and vision) at the retiree's expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and her or her spouse will be eligible to purchase insurance coverage under the new plan. Coverage must be selected upon retirement; no lapse in coverage will be allowed under this provision. If retiree chooses not to participate or chooses to terminate participation, retiree may not seek coverage under the City health plan at a later date.

H. Other

The City Manager shall fix any such other terms and conditions of employment, as s/he may determine from time to time, relating to the performance of the Director of Human Resources, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Madera Municipal Code or any other law.

I. Technology Allowance

Employee will receive a monthly technology allowance of $75. Employee will not receive a City-issued cell phone or be provided with any type of wireless or data plan for a cell phone through the City's wireless carrier and will be expected to utilize her personal cell phone for City business. Employee's personal cell phone number must be available to the public.

Section 7: TERMINATION

The Director of Human Resources is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time.

Section 8: DUES AND SUBSCRIPTIONS

Employer agrees, to the extent it is financially able, to budget for and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 9: PROFESSIONAL DEVELOPMENT

A. Employer hereby agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to

such other national, regional, state and local governmental groups and committees thereof which Employee serves as member.

B. Employer also agrees, to the extent it is financially able, to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional development and for the good of the Employer.

Section 10: INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Human Resources. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 11: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12: CONFLICT OF INTEREST

A. Employee shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal interests, distinguished from financial interests, include an interest as arising from blood or marriage relationships or close business, and personal or political affiliations.

B. Employee shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Director of Human Resources' employment.

C. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements (including Form 700) at the time of appointment, annually thereafter, and at the time of separation from position.

Section 13: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Manager, City of Madera, 205 West Fourth Street, Madera CA 93637

Employee: On file with the City of Madera Human Resources Department

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction across-the-board for all Employees of the Employer.

Section 15: GENERAL PROVISIONS

A. The text herein shall constitute the entire and fully integrated Agreement between the parties and no promise, representation, warranty or covenant not included in this Agreement has been relied upon by any party hereto.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee; however, this Agreement is not assignable by either party.

C. This Agreement shall become effective commencing March 6, 2019.

D. This Agreement replaces and supersedes any previous Employment Agreements or Agreement Amendments between Employer and Employee.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement shall be construed under California law. No waiver of any term or condition of the Agreement shall be considered a continuing waiver thereof.

IN WITNESS WHEREOF, the City of Madera has caused this Agreement to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and the Director of Human Resources has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

Wendy Silva

Wendy Silva

CITY OF MADERA

Arnoldo Rodriguez, City Manager

ATTEST

Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

City Attorney

Exhibit 1

Plan for Transition of Existing Annual Leave to New Leave Banks

Using Employee's remaining Annual Leave balance at the start of the pay period in which this Agreement is effected, hours will be subtracted first from the additional hours credited bank and then from the front-end bank in the following order. If Employee does not have sufficient leave credits to move to the next step in the order, then they do not receive a beginning credit in that bank.

1. Subtract off remaining City-recognized holidays in the current fiscal year from the additional hours credited bank. These now become observed holidays with pay as opposed to leave time on the books.
2. Subtract off 5 days from the additional hours credited bank and credit to Administrative Leave balance.
3. Any remaining hours in the additional hours credited bank will be credited to the employee's new sick leave bank balance.
4. Any remaining leave in the front-end bank will be credited to the employee's new vacation bank balance (this is inclusive of the Employee Anniversary Date credited to vacation and no anniversary date will be credited pursuant to the new language until after 6/30/19).
    a. For employees who previously accepted the option of reducing Annual Leave by 7 days in exchange for Management Incentive Pay, Management Incentive Pay will cease and employees will be credited back a pro-rated number of days toward the vacation bank based on the length of time between the effective date of the leave transition and the end of the fiscal year.
5. Employees will be credited with Floating Holiday based on years of service.
6. Effective the pay period when the employee is transitioned to these new leave banks, employees will accrue vacation and sick leave on a per pay period basis consistent with the accrual schedules as stated in this Agreement.

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019
Agenda Number: C-3

SUBJECT:
Consideration of a Resolution Amending the City Manager's Employment Agreement

RECOMMENDATION:
The City Manager recommends the City Council (Council) adopt the resolution amending his 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 stop his monthly automobile allowance.*

SUMMARY:
The City Manager is proposing an amendment to his Employment Agreement that will remove the monthly automobile allowance from his compensation package.

DISCUSSION:
The Council has modified the benefits package offered to department head employees, who are direct reports of the City Manager. This modification includes elimination of the monthly automobile allowance which was received by some positions. The City Manager is requesting that his agreement be modified to remove his automobile allowance as well.

FINANCIAL IMPACT:
The City Manager's current agreement includes a $350 per month automobile allowance. Removal of the benefit will reduce the City's expenditure on this compensation item by $4,200 per year.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:
If the Council does not take action on the resolution, existing agreement terms will continue.

ATTACHMENTS:
1. Resolution approving an amendment to the City Manager's Employment Agreement.
2. Employment Agreement Amendment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE CITY MANAGER'S AT-WILL EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera wishes to establish reasonable rules, regulations and compensation for its staff within the financial limits of the organization; and

WHEREAS, the City Manager has requested that he no longer receive an automobile allowance as part of his compensation package.

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 Amendment to the City Manager's At-Will Employment Agreement, a copy of which is on file with the Office of the City Clerk and referred to for more particulars, is approved.

3. The Mayor is authorized to execute the Agreement Amendment.

4. This resolution is effective immediately upon adoption.

* *

FIRST AMENDMENT TO THE
CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this 6th day of March, 2019, amends the previous agreement entitled CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT dated November 7, 2018, by and between the CITY OF MADERA, State of California, a municipal corporation (hereinafter referred to as "Employer" or "City"), and Arnoldo Rodriguez (hereinafter referred to as "Employee"), both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated November 7, 2019, to contract with Employee to serve as City Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6.F. of the Agreement is amended to read as follows:

F. Automobile Allowance

By prior agreement, Employee was provided a $350 per month automobile allowance for use of his personal vehicle while conducting City business. Employee was not be eligible for any additional mileage or vehicle reimbursement for use of his personal vehicle. Effective the first paycheck of March, 2019, Employee will no longer receive an automobile allowance and will submit reimbursement requests for mileage for use of his personal vehicle consistent with the City's Travel and Business Expense Policy.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

EMPLOYEE	CITY OF MADERA
Arnoldo Rodriguez	Andrew J. Medellin, Mayor
ATTEST	APPROVED AS TO LEGAL FORM
Sonia Alvarez, City Clerk	City Attorney

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: D-1

SUBJECT:

Consideration of a written request by the Madera Unified School District seeking Council approval to cover the cost of permit, police and public works fees in conjunction with the Every 15 Minutes Campaign.

RECOMMENDATION:

Staff recommends Council approve the participation of police and public works for traffic control at no cost, in association with the Every 15 Minutes Campaign.

SUMMARY:

The Madera Unified School District is hosting the Every 15 Minutes Campaign on March 28th, 2019. This event will take place on Olive Avenue between L Street and Stadium Road from 8:30 AM until 11:00 AM. The police department is a partner in this event.

DISCUSSION:

This event is beneficial to the entire community. Fewer drunk drivers on our roads means fewer arrests and fewer victims. The Madera Unified School District has asked us to waive permit fees, as well as costs associated with traffic control. The Police Department and Public works is prepared to provide this service at the direction of the council.

FINANCIAL IMPACT:

Due to the fact that this will be occurring during regular work hours for both Public Works and the Police Department, there are no costs associated with providing City services to assist with traffic control

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- Strategy 317: "Develop and encourage festival, gatherings, and events..."
- Strategy 313: "Provide year-round programs fostering community pride..."

ALTERNATIVES:
Other than denying the request, we could ask the school district to use a company like Alert-O-Light to close the road.

ATTACHMENTS:
Traffic control plan and request from MUSD

CITY OF MADERA

APPLICATION FOR PERMIT TO CONDUCT SPECIAL EVENT

This is an application to encroach on the City's Right-of-Way only. If approved, applicant MUST abide by all City, County and State laws and regulations.

Name of Individual or Organization: MADERA H.S.

Contact Name: ISAAC LOPEZ Phone: 559. 675. 4444 ext. 1380
On Site Contact: (see above) Phone:
Address: 200 South "L" St.
MADERA, CA 93637

Date of Event: Thursday, MARCH 28, 2019
Start Time: 8:30 AM End Time: 10:30 AM
Nature of Event: CHP "EVERY 15 MINUTES" PROGRAM
Location of Event:
Start: OLIVE & L Street (see attached)
END: OLIVE & Stadium Road
Number of Participants: appox. 20

Special Conditions: Yes/No (if yes, specify) NO

HOLD HARMLESS AGREEMENT

The undersigned, on behalf of the applicant group, agrees to indemnify, hold harmless, defend and reimburse the City, its officers, employees, volunteers and agents from any liability, damage, penalty, expense or loss of any nature, including but not limited to, liability for injury to or death of persons, or damage to property arising out of or in connection with the special event or approximately caused by the negligent or intentional act or omission of the applicant, or any person who is under the applicant's control. In the event that a claim is made against the City of Madera, its officers, employees, volunteers or agents by suit or otherwise, whether the same be groundless or not, arising out of such negligent or intentional act or omission, the applicant shall defend and indemnify the City, its officers, employees, volunteers or agents for any judgment rendered against it or any sums paid out in settlement or otherwise. The City shall choose its legal counsel in defending the City from any all liability, damage, penalty, expense or loss of any nature arising out of or in connection with the special event or approximately caused by the negligent or intentional act or omission of the applicant, any officer, employee or agent of the applicant, or any person who is under the applicant's control.

ISAAC LOPEZ — Applicant's Printed Name
Applicant's Signature
1/31/19 — Date

The person signing above on behalf of the entity certifies by his/her signature that he/she is duly authorized to sign this Agreement on behalf of the entity and that this Agreement has been authorized by the entity. The applicant further certifies under penalty of perjury under the laws of the State of California that the above information is a complete and accurate representation of the planned event.

THIS AREA IS FOR OFFICIAL USE ONLY

RECEIVED BY: DATE: Feb. 2019 AMOUNT AND FORM OF PAYMENT: No Fee

APPROVED DENIED
Remarks
~~Dino Lawson~~ Gino Chiaramonte, Madera Police Department — Date: 2/25/19

APPROVED DENIED
Remarks
Keith Helmuth, City Engineer — Date

Sign below to certify that the City of Madera is co-sponsoring this event as defined in Resolution 1-09 of the Board of Directors of the Central San Joaquin Valley Risk Management Authority Establishing a Transfer of Risk Policy for Organized Special Events.

Name (Print) | Signature | Department | Date

Version 082014

City of Madera - Special Events Checklist

Please check YES or NO for each question. Any unanswered question will cause this application to be returned to you, the applicant, as incomplete.
(If additional space is needed, please attach a separate piece of paper labeled "Checklist")

Event: CHP & MHS "EVERY 15 MINUTES" Date(s) of Event: THURSDAY MARCH 28, 2019

Will your event include:	YES	NO	Details / Location
1. Advertising		X	
2. Alcohol*		X	
3. Amplified Music	X		
4. Barbeque		X	
5. Beverage Vendors		X	
6. Bicycle Race		X	
7. Car Show		X	
8. Carnival Games		X	
9. Concert		X	
10. Dancing		X	
11. Dunk Tank		X	
12. Fencing		X	
13. Fireworks		X	
14. First Aid Area		X	
15. Floats		X	
16. Food Vendors		X	
17. Foot Race		X	
18. Inflatables		X	
19. Information Area		X	
20. Live Animals (Number & nature of animals, & provisions for sanitation)		X	
21. Live Performers	X		
22. Movie		X	
23. Parade (See attached Community Event Notification form and notify Union Pacific Railroad if event is scheduled to cross or occur near Union Pacific Railroad property or track)		X	
24. Prize Raffle or Drawing		X	
25. Retail Sales Booths (How many?)		X	
26. Sanitation Facilities		X	
27. Scaffolding		X	
28. Security (Who's providing?)	X		MPD along w/ CHP & MUSD Safety Personnel
29. Solicitation of Funds			
30. Television Coverage		X	
31. Trade Show		X	
32. Traffic Control (e.g. Barricades) (How many & where will they be placed?)	X		MADERA PD / PUBLIC WORKS / MUSD Safety Team
33. Vehicles	X		
34. Other (Please Specify)	X		1 hour reenactment of traffic accident sponsored by CHP

*** If you are planning to provide alcoholic beverages at your event, you will need to apply for and receive licensing from the State of California Department of Alcoholic Beverage Control (ABC), as well as provide the City of Madera with proof of liquor liability insurance with an endorsement naming the City of Madera, its officers, employees, volunteers or agents as additionally insured before we can issue your permit. For more information, please call the local ABC office at (559) 225-6334.**

CITY OF MADERA SPECIAL EVENT
STREET CLOSURE NOTIFICATION FORM

Name of Individual or Organization: MADERA H.S.

Contact Name: ISAAC Lopez Phone: 559.675-4444 ext. 1380
On Site Contact: (Same as above) Phone:

Date of Event: MARCH 28, 2019
Start Time: 8:30 End Time: 10:15
Describe Event: CHP & MHS "Every 15 MINUTES" PROGRAM
Location of Event: OLIVE St. (START: OLIVE & L END: OLIVE / Stadium Road)
Street Closures Due to Event:
OLIVE West/East @ "L" to OLIVE / Stadium Road 8:15-10:15

Please provide the information requested below to acknowledge that you are aware of the street closure related to the event described above.

Print Name	Print Address	Signature

INSURANCE REQUIREMENTS
Special Event in Public Right-of-Way

Evidence of Coverage

The Applicant must provide a signed original evidence of coverage form for the dates of the Special Event protecting the legal liability of the City of Madera, its officers, officials, employees and volunteers from occurrences related to operations under the Special Event Permit.

Insurance Certificate

The applicant must provide the City of Madera with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. Coverages:
    a. General Liability: Commercial General Liability coverage, on an occurrence basis, at least as broad as the Insurance Services Office (ISO) form CG 00 01. A Host Liquor Law Liability endorsement is required for any event serving alcohol free of charge. The City of Madera reserves the right to set limits of liability based on the specific event request, but limits shall be not less than:
        i. $2,000,000 per occurrence for all events involving fireworks, racing, scaffolding, or an expected crowd exceeding 1,000 persons;
        ii. $1,000,000 per occurrence for all other events.
    b. Automobile Liability: Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO form CA 00 01 for Any Auto with limits of not less than $1,000,000 combined single limits per accident for events involving use of licensed vehicles during the event.
    c. Worker's Compensation: Worker's Compensation coverage shall be maintained covering applicant's employees as required by law, if applicable.
    d. Liquor Liability: Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for events involving the sale of alcoholic beverages.

2. Deductibles: All deductibles or self-insured retentions must be clearly identified and are subject to approval by the City of Madera. At the option of the City of Madera, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the entity, its officers, officials, employees and volunteers or (b) the Applicant shall provide a financial guarantee satisfactory to the City of Madera guaranteeing payment of losses and related investigations, claim administration or defense expenses.

3. Additional Insured Endorsement: An Additional Ensured Endorsement must be provided that includes the following language: "That the City of Madera, its officers, employees, officials and volunteers are covered as insureds with respect to liability arising out of use of the City of Madera's right-of-way."

4. Dates: The dates of inception and expiration of the insurance. This must include all dates for set-up and tear-down as well as the event date(s).

5. Cancellation Notice: The policy shall be endorsed to state that coverage shall not be cancelled or modified without thirty (30) days prior written notice by certified mail to the City of Madera.

6. Certificate Holder: The City of Madera, Attn: Engineering Division, 205 W. 4th Street, Madera, CA 93637 shall be listed as the certificate holder.

7. Insurance Company: The company providing insurance coverage must be acceptable to the City of Madera with an AM Best's rating of at least A:VII.

8. Insured: The applicant listed on the application for a special event permit must be specifically listed as the Insured.

9. Description: The certificate must provide an adequate description of the event for which coverage is being provided.

Insurance Requirements: Special Event in Public Right-of-Way (Cont.)

General Provisions

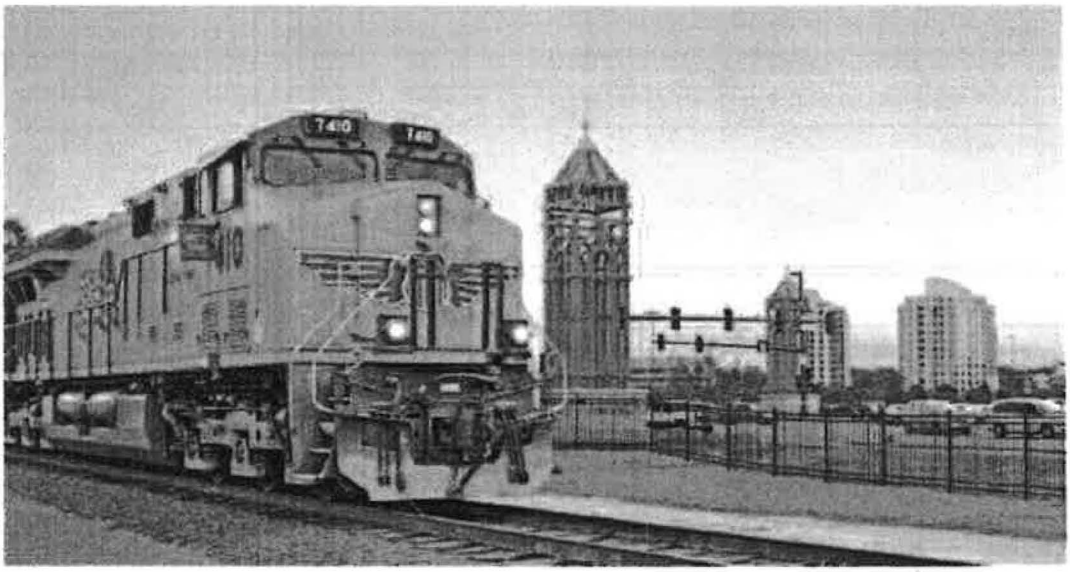
Applicant's Insurance is Primary: The Applicant's insurance coverage shall be primary insurance as respects the City of Madera, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City of Madera, its officers, officials, employees or volunteers shall be excess of the applicant's insurance and shall not contribute with it.

Verification of Coverage: The Applicant shall furnish the City of Madera with original certificates and endorsements, including amendatory endorsements effecting coverage required by this document. All certificates and endorsements are to be received and approved by the entity before the event; however, failure to do so shall not operate as a waiver of these insurance requirements. The City of Madera reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Limits in Excess of Minimum Required: If the Applicant maintains higher policy limits than required by the City of Madera, the City of Madera shall be entitled to coverage at the higher limits maintained by the Applicant.

Safety on the rails starts with safety on the mind.

Community Event Notification



Union Pacific's No. 1 priority is the safety of our employees and communities. We strive to build strong relationships with each of the communities in which we operate. One of the keys to a strong relationship is communication. Anytime a community activity crosses Union Pacific railroad track or takes place near Union Pacific property, event planners should contact UP's Response Management Communication Center (RMCC) to notify the railroad of event plans.

Union Pacific's RMCC is available 24/7 at 1-888-877-7267.

Event planners should contact the RMCC as soon as events are scheduled to provide the railroad maximum notice of events scheduled to cross or occur near Union Pacific property.

Events and activities requiring at least 7-days notice include:

- High, wide or low clearance movements, such as house transport or traveling amusement park rides
- Marches
- Sporting events
- Cattle crossings

Events and activities requiring at least 30-days notice include:

- Parades, celebrations, concerts, rallies or other large gatherings
- City, town, county or state fair, carnivals or farmer's markets
- Motorcades including car or motorcycle parades
- Sporting events such as marathons or bicycle rides

Individuals managing unanticipated events, such as funerals or local government agency activities, should contact Union Pacific's RMCC as soon as the event is scheduled.

www.up.com

BUILDING AMERICA®

City of Madera - Special Events Application Packet

1. A Special Events Permit is required for any event that will impact vehicular or pedestrian traffic or otherwise encroach on the City's Right of Way. Special Events Application Packets are available from and must be filed with the City of Madera, Engineering Division, 205 W. 4th Street, not less than 3 weeks or more than 364 days prior to the proposed activity date. Application Packets are processed on a first come, first served basis and must be filled out completely. Incomplete Application Packets will not be processed and will be returned to you. Dates will not be held without receiving a complete Application Packet. Please note that acceptance of a completed application does not guarantee approval of an event.

2. FEES:
   - NO FEE for City of Madera Sponsored events and must be endorsed by City of Madera authorized staff.
   - $25.00 non-refundable processing fee will be required for residential/homeowner sponsored events to cover administrative costs and must accompany application at time of submittal.
   - $78.00 non- refundable processing fee will be required for business/commercially sponsored events to cover administrative costs and must accompany application at time of submittal.

3. Applicant will be responsible for all cleanups after the event; however, depending on the size and nature of the event, a cleaning deposit may still be required.

4. The applicant will be required to provide applicable insurance as set forth in the attached Insurance Requirements. Coverage limits depend on the type of event and risk factors involved. If you do not have adequate insurance for your event, the City will provide you with a list of firms that offer Special Event Liability Insurance.

5. The City of Madera will require the applicant to compensate the City for any incidental costs (i.e., supplies, utilities, coordination, monitoring, increased police and fire protection or other staff costs).

6. **NO** activity will be permitted which is in violation of local, state, or federal laws or statutes.

7. Applicants must provide a detailed drawing or map to include area to be used, entry and exits (if closed), set up structures, parade routes and clear traffic control plan to include assembly points at the beginning and end (i.e., bleachers, barricades, fences, etc.).

8. In planning your event, please consider how your event will impact access for emergency vehicles (fire, police, paramedic, or ambulance), conflict with public transportation, or cause interference with access to residential neighborhoods, airport, businesses, places of worship, hospitals or other public facilities.

9. If your event will include a residential street closure in excess of 20 minutes, you will be required to show written approval from residents on the closed street as well as provide continued access to the street from those who require access.

10. City sponsored events will retain first priority for use of all facilities.

11. If the event involves the use of a property that does not belong to the City of Madera it is the applicant's responsibility to contact the appropriate entity regarding the availability and use of the property. You may be required to submit an application for the use of another entity's property that is subject to separate rules, regulations and restrictions.

12. After receipt of the application and the processing fee, the application packet will be forwarded to the Police and other affected departments. The departments will submit conditions or restrictions, if any, and a recommendation for either approval or denial to the City Engineer, who will then issue or deny the permit. This process is usually completed within three weeks.

13. Once the Engineering Department has received all of the comments and recommendations, the applicant will be notified of any conditions to be met and status of the application.

14. It is the responsibility of the applicant to contact Union Pacific Railroad, per the attached Community Event Notification flyer from Union Pacific Railroad, if the event will cross or occur near Union Pacific Railroad's property or tracks.

15. If you have any questions, please call the Engineering Department at (559) 661-5418, between 8:00 a.m. and 5:00 p.m., Monday through Friday.

L Street
OLIVE

MADERA UNIFIED SCHOOL DISTRICT

MADERA HIGH SCHOOL

"Home of the Coyotes"

COYOTES

February 10, 2019

Mayor Andrew J. Medellin and Members of the City Council,

Please consider this letter as our formal request to be placed on the agenda for your next meeting. The item for consideration is our bi-annual Madera High School and CHP's "Every 15 Minutes" program on Thursday, March 28, 2019. The "Every 15 Minutes" program has been a Madera tradition for the last three decades that we wish to continue for our campus community. The program's name came from the fact that in the early 1990s, someone in the United States died from an alcohol-related traffic collision.

Approximately 1100 high school students and 200 elementary students will be impacted by the program, which challenges high schoolers to think about drinking, driving, personal safety, the responsibility of making mature decisions, and the consequences their decisions have on family, friends, and people in our community.

We understand that an event of this magnitude will incur many costs for all parties involved. However, we kindly ask the City of Madera for their support with this event by waiving the permit, police, and public works fees that are associated with the MHS "Every 15 Minutes" program. As in prior practice, we will notify residents and businesses of the route and road closures. Therefore, we respectfully ask the City of Madera pay a sum *not* to exceed $1500 toward the cost of the rental and safety barricades.

The Coyote family is looking forward to an impactful and meaningful community event. Thank you for your consideration of this matter.

Respectfully,

Isaac A. Lopez
Director of Student Activities
675-4444 ext.1380
isaaclopez@maderausd.org

Robyn Cosgrove, Principal
200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • robyncosgrove@maderausd.org

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

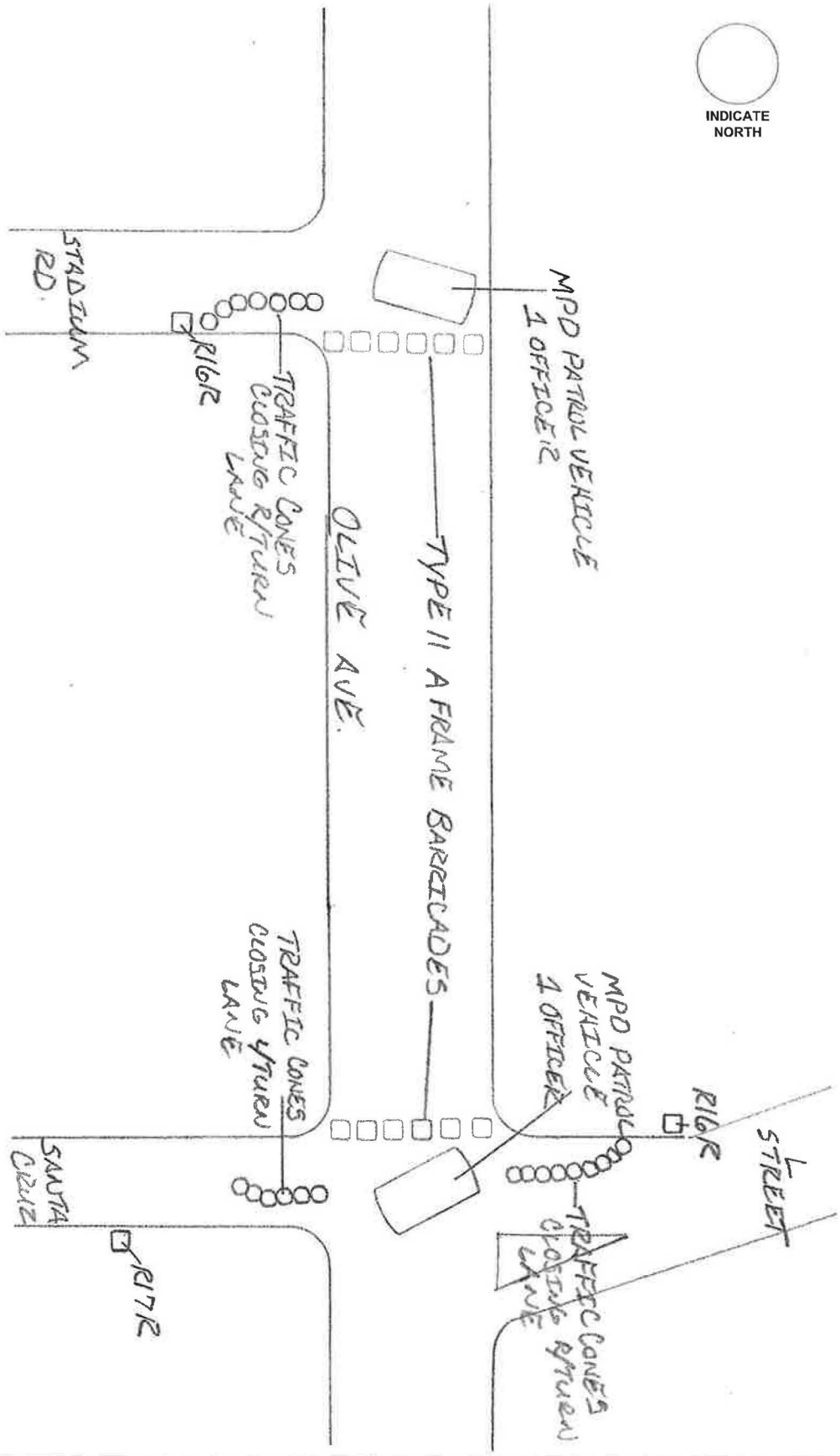
FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 4-11) OPI 060

Page of

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR

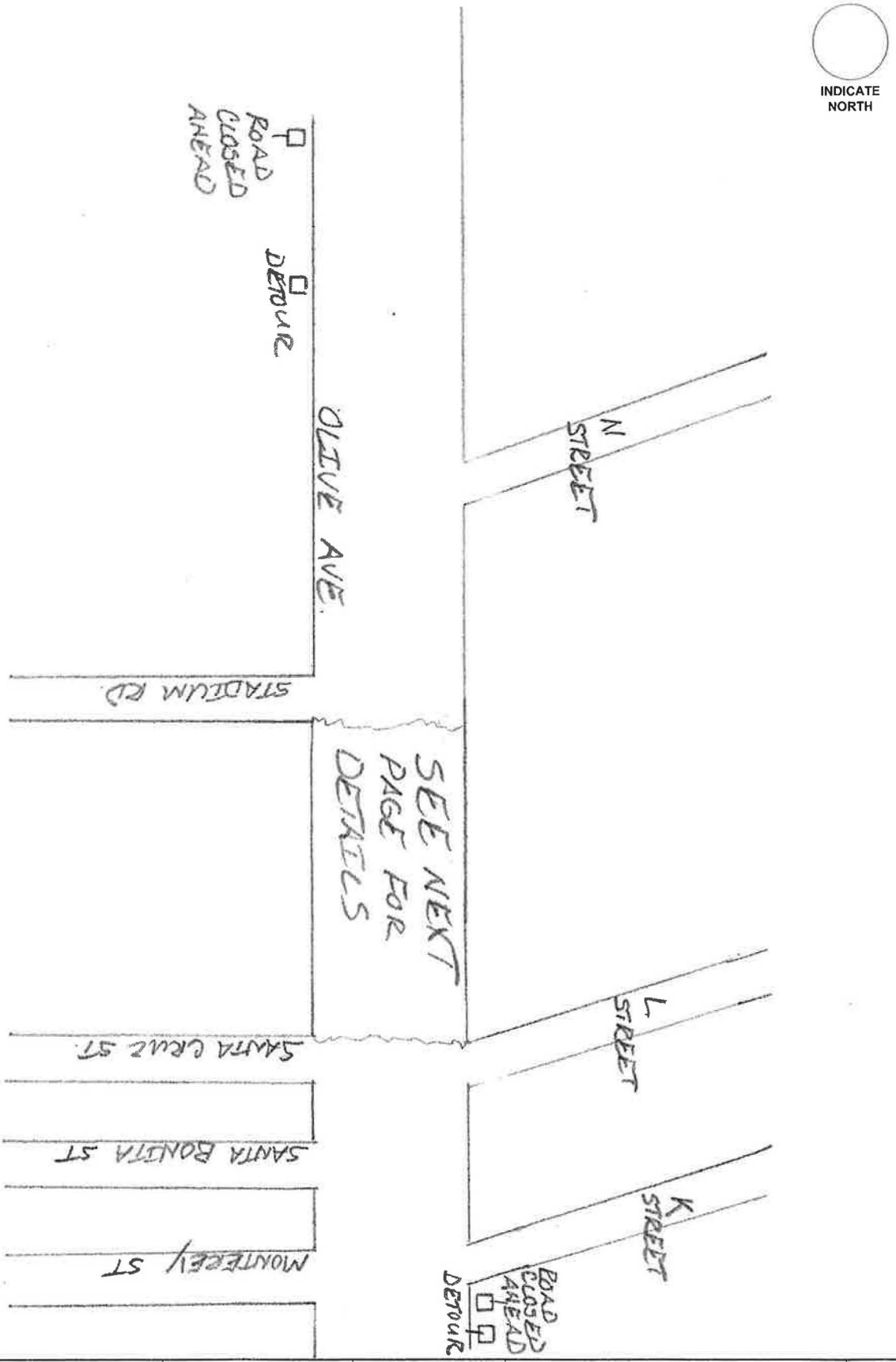
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 4-11) OPI 060

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR


Madera High School


Fourth Street
Church of God
Madera High School
State Hwy

EVERY 15 MIN. 2019 MHS DETOUR MAP



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

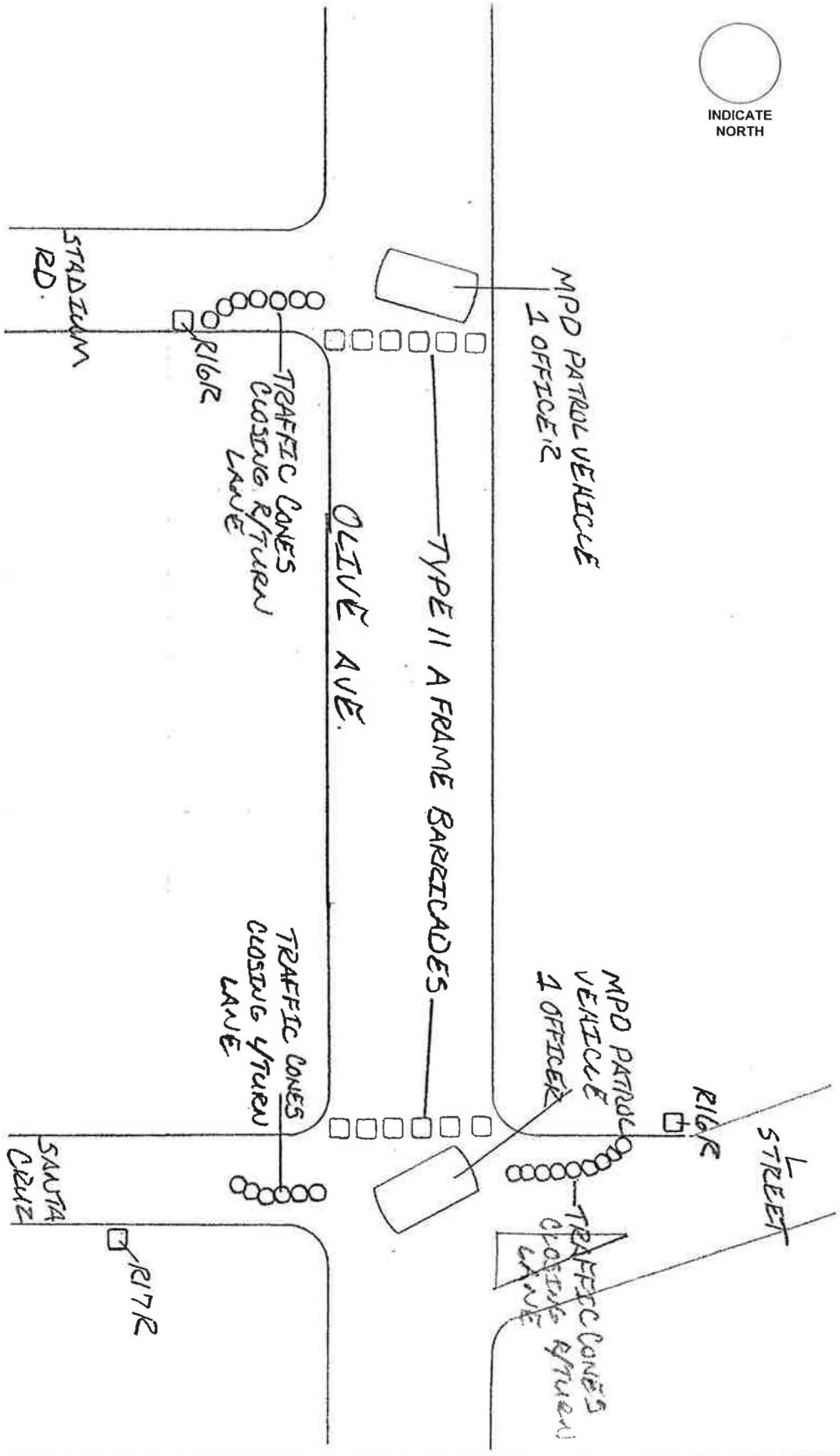
FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 4-11) OPI 060

Page of

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR

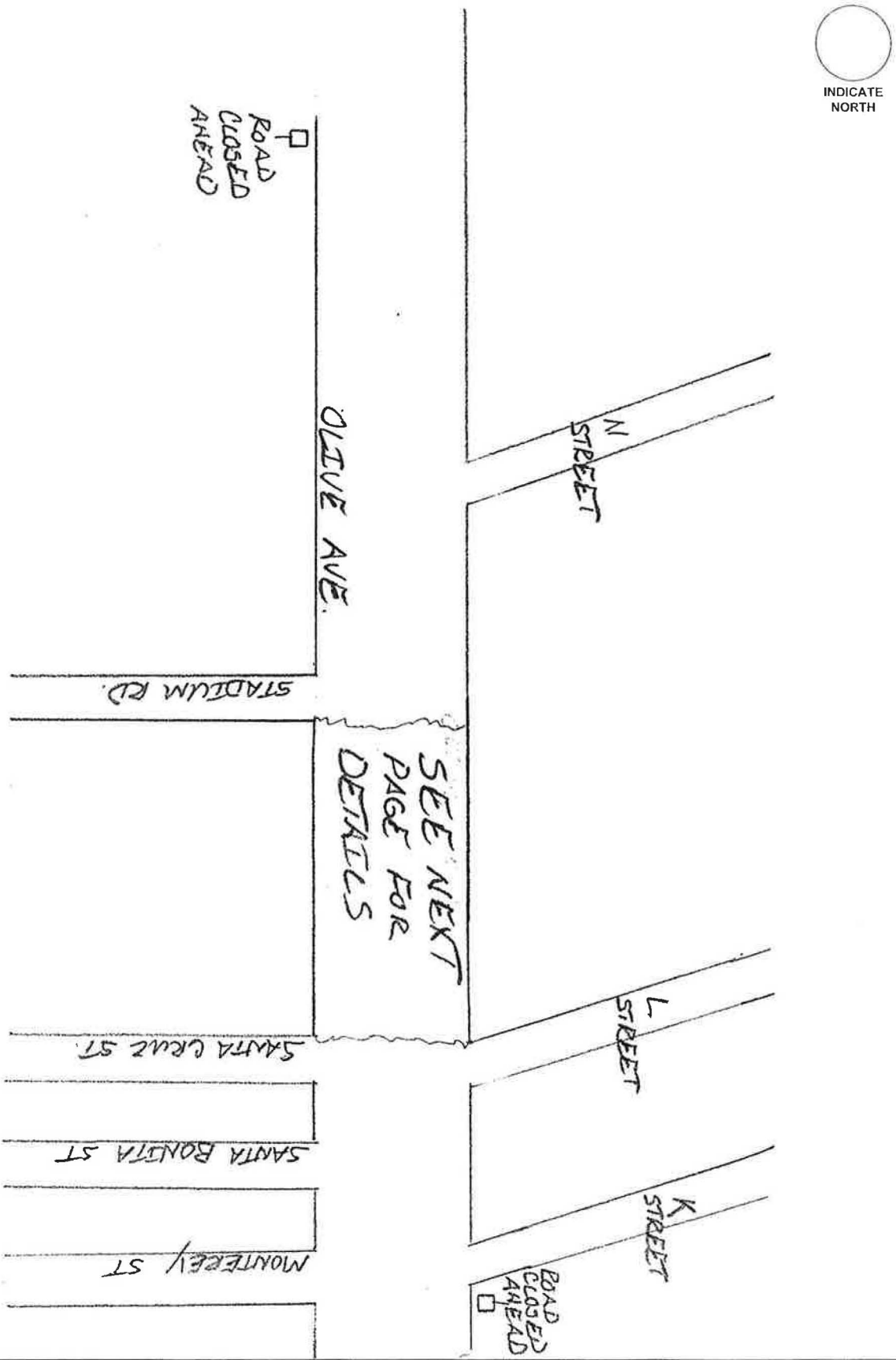
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

FACTUAL DIAGRAM

CHP 555 Page 4 (Rev. 4-11) OPI 060

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE =)



PREPARED BY	I.D. NUMBER	MO. DAY YEAR	REVIEWER'S NAME	MO. DAY YEAR

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: E-1

SUBJECT:
Request for Direction on Filling the City Clerk Position

RECOMMENDATION:
Staff recommends the City Council (Council) provide direction on interim City Clerk services as well as long term replacement.

SUMMARY:
The City Clerk has announced her retirement effective the end of March. Staff is requesting direction on filling the impending vacancy.

DISCUSSION:
The City Clerk is responsible for statutory duties relating to the preparation, posting, and maintenance of City Council meeting agendas, as well as retention and preservation of all official City records. The position also coordinates all responses to requests for production of public records from the City. Administrative support for members of the City Council is also provided by the City Clerk. The current City Clerk, Sonia Alvarez, has notified the Council that she will be retiring the end of March, 2019. Staff is requesting direction for: (1) an interim assignment to perform the duties of the City Clerk while a permanent replacement is found, and (2) a recruitment to find the City's next City Clerk.

Interim Assignment

The City's policies and procedures allow for temporary out-of-class assignments of civil service personnel. Staff recommends the Council direct the Human Resources Department to solicit interest from City staff in performing the duties of the City Clerk on an interim basis while a recruitment is conducted. Staff requests that Council appoint an ad hoc committee to work with the Human Resources Department to review submitted letters of interest and interview qualified candidates to determine suitability for the interim assignment. The ad hoc would then advise the City Manager of which, if any, candidate they recommend for the interim appointment. The appointment would then be made by the City Manager to the temporary out-of-class assignment of City Clerk while a recruitment is conducted to fill the full time vacancy. Individuals serving in

out-of-class assignments are paid at the first step on the assigned salary range for the higher position that is at least a 5% increase over their existing base pay. All other terms, conditions, and benefits are governed by the employee's applicable bargaining unit Memorandum of Understanding for their normal Civil Service position. An individual must serve in the higher position a minimum of 15 consecutive work days or 120 hours, whichever occurs first, before out-of-class pay becomes effective. Staff recommends that Council contemplate a modification to the assigned salary range for the position of City Clerk and will bring forth an item for this modification before an out-of-class assignment is made.

Recruitment for Full Time Replacement

Staff recommends Council direct the Human Resources Department to conduct a recruitment to find a full time City Clerk. Staff requests Council appoint an ad hoc committee to work with the Human Resources Department and consider which duties the ad hoc will be authorized to conduct from the list below. Any item not directed to be within the authority of the ad hoc committee will be brought to the full Council for input/direction/decision as warranted:

- Design of the recruitment brochure
- Advertising campaign
- Screening of applications for most qualified candidates

Staff recommends that candidate interviews be conducted by the full Council as the City Clerk supports all members of the Council both collectively and individually.

FINANCIAL IMPACT:

The adopted budget for the City Clerk Department includes salary and benefits for a full time City Clerk. These budgeted funds will provide adequate funding for any out-of-class assignment made. Additionally, salary savings created by the difference in compensation during the vacancy period are also expected to cover the recruitment costs.

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:

If Council does not direct staff on either interim or long term filling of the City Clerk vacancy, the position will remain unfilled.

ATTACHMENTS:

None