REGULAR MEETING
OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, June 15, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Robert L. Poythress**
Mayor Pro Tem Charles F. Rigby
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.
Council Member William Oliver

INVOCATION: Pastor Randy Brannon, Grace Community Church

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 PG&E Sponsorship Check for Movies in the Park and Cooling Centers

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 10/21/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution of the City Council of the City of Madera, California, Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2016 to June 30, 2017 for Fire Service Operations, and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera (Report by Dave Allen)

B-4 Consideration of a Resolution Approving a Host Agency Agreement between the SER Senior Community Service Employment Program (SER SCSEP) and the City of Madera for Senior Employment Services, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

B-5 Consideration of a Resolution Approving Applications for Transportation Development Act-Local Transportations Funds and State Transit Assistance Funds for Fiscal Year 2016/17 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)

B-6 Consideration of a Resolution Approving an Agreement with Peters Engineering Group for Professional Engineering Services to Prepare a Traffic Impact Study for the Olive Avenue Widening, Gateway Drive to Knox Street Project, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

B-7 Consideration of a Minute Order Accepting the South Pine Street & West Pecan Avenue Improvements Project City of Madera Project No. ST 14-05 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)

B-8 Consideration of a Minute Order Accepting the Knox Park Rehabilitation City of Madera Project No. PK 59 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)

B-9 Consideration of a Resolution to Approve a Two Year Memorandum of Understanding between the City and Madera County for Juvenile Offenders to Perform Community Service within City Limits and Authorize the Mayor to Sign the Memorandum of Understanding (Report by Dave Randall)

B-10 Consideration of a Minute Order Rejecting a Claim filed by Albert Ramirez (Report by Wendy Silva)

B-11 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-12 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-13 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-14 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

B-15 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, 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 (Report by Wendy Silva)

B-16 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)

B-17 Consideration of a Resolution Approving an Agreement with Legacy K9 Inc. for Canine Training and Authorizing the Mayor to Sign on Behalf of the City (Report by Steve Frazier)

B-18 Consideration of a Resolution Approving a Temporary Permit to Enter and Use Property on Tozer Road North of the Madera Canal to Pacific Gas & Electric and Authorizing the Mayor to Sign the Permit (Report by Dave Randall)

B-19 Consideration of a Resolution Approving a Food Services Agreement with Fresno Economic Opportunities Commission to Provide Senior Meals for the City of Madera Adult Day Care (ADC) Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

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

C-1 Public Hearing and Consideration of a Resolution Approving the Measure 'T' Annual Expenditure Plan for Fiscal Year 2016/17 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)

C-2 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

C-3 Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Confirming Costs of Weed Abatement and Ordering Cost of Abatement to be a Special Assessment on the Respective Properties (Report by Fabela Rodriguez)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Weekly Water Conservation Report - May 30th – June 5th (Report by Dave Randall)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

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

Jason Green WCAB No. ADJ 9938248 & ADJ 9943098

G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting July 6, 2016

- 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 agenda for the regular meeting of the Madera City Council for June 15, 2016, near the front entrances of City Hall at 3:00 p.m. on June 10, 2016.

Sonia Alvarez

Sonia Alvarez, City Clerk

Return to Agenda

Item:	B-1
Minutes for:	10/21/15
Adopted:	06/15/16

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL CITY OF MADERA, CALIFORNIA

October 21, 2015
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

The regular meeting for 10/21/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: **Mayor Robert L. Poythress**
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Procurement Services Manager Becky McCurdy, Planning Manager Chris Boyle, Commander Dino Lawson and Battalion Chief Matt Watson.

INVOCATION: Pastor David Votaw, Harvest Community Church

PLEDGE OF ALLEGIANCE: Mayor Poythress 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.

Kimberly Rose, residing in Chowchilla, California, stated she is a driver for First Transit. She drives the MAX (Madera Area Express) bus. She advised that her subject is safety on the drivers and also their passengers. She explained that the situation is that on October 12th, last Monday, she had a passenger that was displaying some hostility issues on the bus. He was sweating. He was obviously high. She called in and told them she had a passenger who got aggressive with another passenger. She got him off her bus at the Walmart stop and then called the supervisor. The supervisor came out, assessed it, talked to the passenger but, allowed him to get back on the bus. When she continued on with her route, she got on Granada and as she was driving, he got up out of his seat and decided he was going to start beating her

up while she was driving the bus. She advised that she has a couple of issues with that. She doesn't think he should have been allowed back on the bus. She noted that he was charged with two misdemeanors and a felony. She stated that the felony is because he kicked a cop but, it is a misdemeanor for her as a driver, having another passenger and the public out there behind the wheel, being assaulted. She advised that she received a shoulder injury, emotional issues now. She would like to see the City have an ordinance where they are protected by these passengers because mental illness / drug abuse is getting higher and higher and higher, and all of her co-workers and other drivers that are not here right now that are out there working for the public are at risk, and they have no ordinance to protect them from these people. She knows that it is a touchy situation with ADA (Americans with Disabilities Act) and they always come in but, she feels that she would like to see some kind of ordinance herself to protect them and that is why they are here as a group.

Krisann Gonzalez, residing in Madera, California, stated that she just wanted to reiterate what Ms. Rose explained to them what happened. She added that when this happened it created a call to action in all the employees at First Transit. It is their hope that the City will consider creating an ordinance that will give them additional support when dealing with problem passengers. She noted that this incident should have never happened. She commented that they have ordinances for skateboarding and graffiti but none for the health and safety of transportation workers and for their passengers. She advised that the Transportation Commission is already working on policies and it is their hope that the City Council will work with them and First Transit employees in a cooperative effort to lessen the likelihood of this happening again. She noted that if they have ordinances in place to have prohibition of passengers following a procedure of protocol, they are going to be a lot safer in the future. She added that since transportation is only going to grow here, it needs to be implemented now; now is the best time. She noted that is the good thing that can come out of this incident.

Mayor Poythress thanked them for their comments.

Mayor Poythress asked if there are any other members of the public who wish to address the Council. No other requests were made and Mayor Poythress closed public comment.

PRESENTATIONS **Recognize Shirley Drags for Years of Service on the City of Madera Planning Commission**

Mayor Poythress stated that this particular presentation, for him, is very special because it is to an individual who has served the City, at least the City of Madera organization, for almost as long as he has, and the only reason she has not served longer is because she decided to leave. He stated that is the topic and the reason why they have this presentation. Mayor Poythress invited Ms. Driggs to join him at the podium. He noted that they have a little story to tell and so forth.

Mayor Poythress stated that he thinks it was March of 2004. He doesn't know if she remembers this or not. He commented that Bobby Kahn, the Economic Development Commission Director, puts on this Eggs and Issues deal and he usually has a local assemblyman or congressman or state senator, and this event occurred at the hospital. He noted that he can't even remember who the elected was but, it doesn't really matter. He remembers afterward that he was talking to Ms. Driggs and he said, Shirley, you know, we really need to get some really good leadership on council and I would like to see you go forward as a city councilperson and Shirley says, well no, I don't think I'd feel led to do that this time but, I would like to see you do that. He said, well if I did that then would you agree to an appointment with the City. He clarified that he doesn't even know if he asked her that question but…would you help me out. She was, oh yeah sure, whatever it is. He thinks it was December or January of '05 and they had an appointment to the Planning Commission. He called her up and he said, hey Shirley, would you like to join us on the Planning Commission and remember you said you would help me out. He added that she also had a great interest in their City.

Ms. Driggs clarified that was to help get him elected.

Mayor Poythress stated that Ms. Driggs graciously agreed to come on the Planning Commission and from that point on, he thinks, her efforts were legendary. She was a great support to the City for Vision 2025, for standards of building, General Plan; it was a great, great effort. He commented that they just appreciate her so much. He added that prior to that Ms. Driggs spent many years with the Economic Development Commission (EDC) and all kinds of various positions. He noted that when she announced that she wanted to retire so she could spend some more time on the road with her husband, and of course then, her husband Bill decides to resign from the hospital Board of Directors. Mayor Poythress noted that he was chair at the time so he thanked them for creating all these holes in different places. He stated that as a couple, they have done such a great job. They have a wonderful family and great commitment to the community over the years. He thanked them again.

Mayor Poythress stated what he is presenting is a small token of their appreciation honoring Ms. Driggs for her 10 years of service as a Planning Commissioner, for her outstanding leadership qualities, public service, exceptional performance, and personal commitment to the community of Madera. He added that she is to be commended.

Shirley Driggs stated she doesn't have much to say. She had a fellow Planning Commissioner, that is now a City Councilman, that was a great help. She told Council Member Medellin that he was very supportive and helpful in helping her kind of fit in and learn. She commented that it has been very, very interesting. She had never been involved in these types of issues. She noted that through Economic Development she certainly had with land use and different issues but, this was a whole new experience for her. She really enjoyed it. She enjoyed working with the staff and they are great to work with. She is sure that Chris Boyle will always remember her saying, but what about form based codes in special districts. She noted that in 10 years she didn't succeed in moving the City forward on that although, the General Plan reflects that a little bit and she appreciates that. She commented that the other part is that when they have new folks come on Planning and they say, but Shirley, it is better than it is now. She noted that is never good enough for her and the Planning Department knows that. She thinks City staff knows that that is not good enough for her. What she always comes back with is we have one chance to get it right, let's get it right. They can't go back and change it so that's real important to her. She commented that she just wants to thank all of City and she would like to introduce her family. She introduced her family present: Brian Driggs, their son; Dr. Hardy Crane; and grandsons Dillon and Justin. She stated that what Pastor David said is so true. They are here tonight because they need to learn from their example that it is important to stay involved, to be involved in the communities you're in, and to give back. So whether it is passing a school bond; the two of them were able to do that. They passed the very first one. She added that she just appreciates the experience and she wished the City of Madera the best. She thanked them for this nice recognition.

Council Member Medellin stated he wanted to thank Ms. Driggs personally and her husband Bill for supporting her for all those meetings. He recalled back in the good old days where they had long meetings and something to plan but, they really worked well together. He doesn't know if he has ever found anybody more passionate about the City of Madera than Ms. Driggs and her family. He recalled that they kind of had a one/two punch. They would call each other and say, ok did you read what I read and does it make the same sense to you as it did to me. He added that that was kind of her nickname, form based codes. It was, ok, here we go again and Shirley is going to go on her soapbox but, it was only because she loved the City and she was very passionate and wanted to see it grow. He thanked her and added that they still hope to see her in the future. He really enjoyed his time on the Commission with her.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 6/02/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Approving an Amendment to the Executive Director of the Successor Agency to the Former Madera Redevelopment Agency At Will Employment Agreement Relating to Use of Paid Leave and Authorizing the Mayor to Execute the Amendment (Report by Wendy Silva)

B-4 Consideration of a Minute Order Rejecting a Claim Filed by Vincent Mendez (Report by Wendy Silva)

B-5 Consideration of a Resolution Amending Resolution No. 07-132 Setting the Rate of Compensation for Certain Part Time Positions (Report by Wendy Silva)

B-6 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Camarena Health Center (Report by Keith Helmuth)

B-7 Consideration of a Resolution Ratifying and Approving an Agreement between the City of Kerman and the City of Madera for Firearms Training Range Use (Report by Steve Frazier)

B-8 Consideration of a Resolution Authorizing the Submittal of an Application to the California State Department of Transportation Sustainable Transportation Planning Grant Program for Funding in Fiscal Year 2016-17 for the City of Madera Safe Routes to School and Pedestrian Safety Priorities Plan (Report by Sonia Hall)

B-9 Consideration of a Resolution Approving Award of Agreement for HVAC Maintenance Services, RFP No. 201516-02 to the Lowest Responsive Bidder, California Climate Control, Inc., and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)

B-10 Consideration of a Resolution Approving an Amendment to the Agreement with ADP for Affordable Care Act Services (Report by Wendy Silva)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like to have pulled for further discussion. No requests were made and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-212 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE EXECUTE DIRECTOR OF THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT RELATING TO THE USE OF PAID LEAVE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 15-213 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING RESOLUTION 07-132 SETTING THE RATE OF COMPENSATION FOR CERTAIN PART TIME POSITIONS OF THE CITY OF MADERA

RES. NO. 15-214 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND

AUTHORIZATION OF LIEN FOR CAMARENA HEALTH CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 15-215 **A RESOLUTION RATIFYING AND APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY**

RES. NO. 15-216 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM FOR FUNDING IN FISCAL YEAR 2016-17 FOR THE CITY OF MADERA SAFE ROUTES TO SCHOOL AND PEDESTRIAN SAFETY PRIORITIES PLAN**

RES. NO. 15-217 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ACCEPTANCE OF AGREEMENT WITH CALIFORNIA CLIMATE CONTROL, INC. TO PROVIDE H.V.A.C. MAINTENANCE AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE CITY OF MADERA**

RES. NO. 15-218 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE AGREEMENT WITH ADP FOR AFFORDABLE CARE ACT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

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

C-1 Consideration of a Resolution in Support of Locating the California High Speed Rail Heavy Maintenance Facility in Madera County

City Clerk Sonia Alvarez stated that the requested action is consistent with direction by the Council at the last Council meeting. She advised that the resolution that is included is modeled after the resolution that the Board of Supervisors adopted early October. She added that beyond that, unless the Council has some additional discussion on it, they would request approval of the resolution.

Mayor Poythress asked if there are any Council Members who would like to make a comment in regards to this particular item.

Council Member Medellin stated that at this afternoon's MCTC (Madera County Transportation Commission) meeting, they approved pretty much the same resolution in support of the County Board of Supervisor's action. He believes it is also on the agenda for their EDC (Economic Development Commission) meeting coming up in about a week. He added that he talked to Chowchilla City Council and it is on their agenda, and there is a possibility that even the Farm Bureau is going to write up a resolution and also show support. He thinks it is great that they can all ban together and show support for 1,500 jobs here in the County of Madera.

Mayor Poythress commented that is well said.

Mayor Poythress stated that if there are no other comments, he will accept a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM OLIVER, ITEM C-1, RES. NO. 15-219 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-219 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA IN SUPPORT OF LOCATING THE CALIFORNIA HIGH SPEED RAIL HEAVY MAINTENANCE FACILITY IN MADERA COUNTY**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Weekly Water Conservation Reports

Public Works Operations Director Dave Randall stated that similar to last time, they have seen the same trend. Their conservation numbers seem to bounce around about 20%-25%. The last one they saw was at 20%. He added that the one that will be going out tomorrow is back up to 25%. He advised that the overall trend is sort of what they anticipated with the change in the season. Going forward they don't expect that to change much because the opportunity to make the conservation through irrigation is reduced obviously as everybody starts turning off their sprinkler systems, etc. They still are seeing good compliance with watering on watering days. Right now they pump a little over 10 million gallons a day on a watering day versus about 3.5 million less on a non-watering day but, in order to try to make their 28%, they would have to see reductions in the range of 1.9 to 1.6 million gallons per day going into December, January, and February. He noted that the only way they have a potential of doing that is going to what some people have done which is going to a winter no watering schedule. He stated that not that they are going to get complete compliance, and he doesn't think anybody ever does but, without that, the numbers just aren't there. He noted that there is not that much opportunity. No matter how many rebates for toilets they have, well he guesses if everybody did it is possible, but it is very unlikely they would be able to do that. He advised that they have been doing a very good job of using all the tools they can to address this program. When they look at their neighbors in surrounding areas, he thinks they can hold their head high. They have done well in comparison. He is not too concerned that the State is going to target them for anything. He noted that there is potential because they aren't going to meet their numbers that the State could do something. He commented that the County hasn't been taken to task and they have not met their goals.

Mr. Randall stated that, at this point, he is sort of looking for the Council's pleasure whether or not they would want to change. They could come back at the following meeting with a resolution to adopt the no watering schedule starting in December, carry that on through February, and then go back to a two day a week watering schedule after the winter or, they could continue just trying to do what they can with enforcement and public information. He thinks both have merit. He noted that it is a bit of a choice on the Council's part as to how much effort they want to put towards that. Staff would be glad to take any direction the Council provides.

Mayor Poythress wondered, if they went to a no watering day schedule for maybe December and January, and then one day a week in February; something like that. He knows there are a lot of variations.

Mr. Randall replied that they most certainly could. They could measure that. He advised that the Council has the ability at any meeting, where they agendize it, to make a resolution and change to one of their other schedules. The only thing they concerns themselves a little bit about is gradual changes because it is totally about getting the public to understand what their watering schedule is. They don't like too many changes. As staff they said, well, should we go to down to one and then zero. They can obviously see what the problem is that by the time they tell them it is one and then zero, they are having to reeducate. He can't even remember to put his trash out on the right day so he gets it.

Mayor Poythress asked if there are any comments from his colleagues.

Council Member Holley commented that the only thing he has to say about that is that they are getting a trend of eliminating things and it is hard to re-amp it. He thinks they just need to weather the storm and see what happens. If it's raining like they are supposed to get this good rain storm coming through, he thinks will change a lot. But, when they start just taking things away, it is hard to get them back on the books and it is hard to get people back in tune to start watering again. He thinks they fought like mad to get this to two days. He thinks it should be left up with an option of the people.

City Attorney Brent Richardson cautioned that they not get too far into a discussion of processes they want to go down when this is just agendized for a water conversation report. He added that a superficial discussion is one thing but, it almost seems like they are going down conservation idea road.

Council Member Bomprezzi suggested they agendize it for the next meeting and have a discussion about it.

Mayor Poythress agreed and added that maybe with some options.

Mr. Randall responded that if it is something the Council wants to entertain, they can bring it back with a little more detail.

Mayor Poythress agreed and added they can bring some numbers to show where they are and where things are looking and heading, and so forth.

City Administrator David Tooley stated so that they are clear, this would not be a workshop; this would be an action item with options for Council consideration.

Council concurred.

Mr. Tooley stated staff has got it.

Mayor Poythress thanked Mr. Randall for the report.

F. COUNCIL REPORTS

Council Member Robinson reported that today he attended the San Joaquin River Conservancy meeting. They discussed the Friant Corridor Land Use Feasibility Study. He noted that it is going to be a part of the general plan for Fresno. He added that it is privately funded; it costs $125,000. He advised that the purpose of the study for the 5,558 acres is for potential development opportunities and the expansion of the Lost Lake Recreational area with camping, kayaking, canoeing. He noted that they are going to review this document. He added that Madera County Supervisor Brett Frazier had some input as well alluding that the study is kind of blurry. Council Member Robinson stated his input was that maybe, for tourism, they have a sky ramp so that they can be above the river, they can see the Table Top, and for people that don't feel like hiking on the trails. He stated that would be similar to Palm Springs. They have a sky ramp. He added that at the San Diego Zoo they have a ramp to look over the zoo. Also in London, they have that big Ferris wheel so they need something that can stand out.

Council Member Robinson reported that yesterday he attended the County Education Department's event with PBS. He explained that what they want to do is team up with the school system and incorporate their programs for kids, preschool up to 14 years old because they can learn better. He read from his handout that it is a digital media to invoke learning for children to take them to another level. He advised that if they want to know more…

Mayor Poythress replied that they know who to talk too.

Council Member Bomprezzi reported that last Thursday she attended a Boy Scout meeting at the Mormon Church on Sunset to talk to the troop about City Council, City structure, districts, what they do, how they are different from the board across the way, that the board manages the County, and the Council manages the City. She noted that it was really good. There were about four young boys there.

Council Member Bomprezzi reported that today she had the privilege of going to a Healthy Air Living school media event at James Monroe School. They were recognizing a group of kids that decided that every Tuesday morning they are going to get together and eat a healthy breakfast, and walk a mile around the track. They were there today and it was a good event. Supervisor Wheeler was also there.

Council Member Rigby reported that he had the pleasure last week of enjoying lunch with Dr. Laurie Maldonado who is from Georgia. She is the director of a program called Teach One to Lead One. They are going to be partnering with Madera Unified School District, as well as several entities within the City, to bring a mentorship type program into elementary schools that is designed to build future leaders and take at risk kids and instill them with great leadership qualities.

Council Member Rigby reported that he will also be participating in mock interviews at Madera High School.

Council Member Rigby reported that yesterday he was able to stop by and enjoy a meal with 15 of their officers at Edgar's. He noted that a man from his church decided that he was going to honor the men and women in blue here in Madera, and he purchased lunch for officers that rsvp'd. It was a great time. They were given a great meal and a pat on the back. He added that the gentleman stated it was the least he could do and wanted to remain anonymous. Council Member Rigby noted he would honor that.

Council Member Rigby apologized to the City Parks Department because he did not mention this but, he will tonight that he had the opportunity of joining their Mayor, as well as several members from the Madera Unified School District, at the Millview re-grand opening of the Millview Center basketball court and all-purpose facility which had been newly renovated and it looks amazing. He added that the Parks Department has done a phenomenal job and it is just another great joint effort with a City entity working with Madera Unified School District. They also shot some hoops.

Mayor Poythress stated that it was fun. He thinks he even shot better.

Council Member Rigby commented it was because he stayed closer.

Council Member Medellin asked if the charity basketball game between City Council and Board of Supervisors is still on.

Council Member Rigby replied he believes so and advised that he would guard Supervisor Wheeler.

Council Member Medellin noted that he is sharpening his elbows.

Council Member Holley reported that this Tuesday morning, he attended the Madera County Employee Resource and Information event. It was about bringing small businesses, how they can get involved and get started in Madera. The developer present was the guy from Fresno State who deals with the Small Business Development Center, the Economic Development Commission (EDC), the ETP (entrepreneurial training), and the Workforce. He added that the Governor has some plans that they allow grant money to be funded for those employers. He noted that PG&E, Camarena Health, and the California Division of Apprentice Program (DSA) were there to talk about ways they can help anyone that wants to open up a new business. They have the resources. If someone already has a business and it is kind of in a down slope and they want to get it to rise back up, they can contact one of these agencies and they would be more than glad to help them get that done.

Council Member Holley reported that he, along with Mayor Poythress, had the opportunity to attend two new neighborhood meetings. One was on "L" and 4th Streets. There were probably 25 people there. They had another one last night at KB Homes and there were almost 50 people that came out who were concerned about starting the neighborhood program. He restated that these are two new ones in the City. Council Member Holley reported that there is another neighborhood meeting tomorrow night at Parkwood. He added that there is also one on Saturday and he would like to ask his colleagues to attend because it is a block party, 2 to 6 in the evening, and he has another engagement to attend. He asked if anybody is available to attend that one.

Council Member Bomprezzi stated she will be in San Francisco.

Council Member Holley stated that is all he has.

Mayor Pro Tem Oliver reported that last Saturday he had an opportunity, along with Mayor Poythress, to attend their Fillmore Neighborhood Watch Block Party. He noted that this is their 17th year hosting this block party. He commented that it was very exciting to see residents come together, be proactive, and unite their families without waiting for crimes or some negative incident to occur before doing so. It was great for him because he actually ran into some old childhood friends that grew up in that neighborhood. It was a fun event, good food, and really good company.

Mayor Poythress agreed it was a really good time.

Mayor Poythress reported that today he was joined by Council Member Robinson and Council Member Medellin at the Madera Board of Realtors. He had an opportunity to present some information along with Saleh Alhomedi and Christina Herrera of their Neighborhood Revitalization Team. They talked about what their Code Enforcement does, Neighborhood Watch, National Night Out, water conservation efforts, and then presented a challenge for the Madera Board of Realtors to select a couple of their board members to work with the City's Revitalization team to develop something. He doesn't know what they are going to call it but, it would be a neighborhood of distinction; something like that. It would be an organized neighborhood that has met certain criteria to get this distinction. He explained that the idea would be to help realtors sell homes and to be able to offer homes in these certain areas that participate in neighborhood watch, have low crime rates, and have other amenities and things going on. Hopefully these neighborhoods of distinction would encourage others to join them again, at making their homes more valuable and an easier sell. He noted that the challenge was placed and the Realtors accepted it. He thinks it is going to be an interesting and exciting thing.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 6:33 p.m.

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 ROBERT L. POYTHRESS, Mayor

Return to Agenda

City of Madera

Council Meeting Of June 15th, 2016
Agenda Item No. B-2

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 06/15/2016

Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

May 24th, 2016 to June 6th, 2016

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	204211-204336	$	3,009,318.97
Wire Transfer	Union Bank Payroll and Taxes	$	585,981.73
Wire Transfer	SDI	$	1,741.02
Wire Transfer	Cal Pers	$	379,203.26

Respectfully submitted,

Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
June 6th, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
204211	5/26/2016	CPRS DISTRICT VII	CPRS DISTRICT 7 SUMMER STAFF WORKSHOP	150.00
204212	5/26/2016	THE BANK OF NEW YORK MELLON	2006 1 SPECIAL TAX BONDS	5,000.00
204213	5/26/2016	AT&T	04/16 CALNET 3 SVS 9391031569	2,359.45
204214	5/26/2016	AT&T	04/16 CALNET 3 SVS 9391031574	334.95
204215	5/26/2016	AECOM	ENG SVS PRJT 60097011 12/11/15-2/12/16	4,591.80
204216	5/26/2016	ARAMARK UNIFORM SERVICES	04/16 UNIFORM SERVICES	3,578.59
204217	5/26/2016	CB MERCHANT SERVICES	CONTRACTED SVS FEES UTILITIES	37.20
204218	5/26/2016	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINTING APRIL 2016	155.00
204219	5/26/2016	CENTRAL CAL COMMUNICATIONS	FIBER OPTIC CABLE INSTALL	5,351.05
204220	5/26/2016	COMCAST	CITY INTERNET CONNECTION 04/15- 05/14/16	3,040.00
204221	5/26/2016	DEPARTMENT OF FORESTRY AND FIRE	4TH QRT FY 15/16 ESTIMATE AO17s	712,470.74
204222	5/26/2016	DEPARTMENT OF PUBLIC HEALTH	WATER SAMPLES	2,085.00
204223	5/26/2016	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
204224	5/26/2016	DEVASTATING PYROTECHNICS LLC	DEP FOR FIREWORKS-4TH OF JULY EVENT 2016	12,500.00
204225	5/26/2016	BARROS ALLAN AND KAREN	Utility Billing Deposit Refund	66.99
204226	5/26/2016	SPINELLI JOSEPHINE MARGARET	Utility Billing Deposit Refund	10.21
204227	5/26/2016	REA GLORIA AND DOMINGO C/O NEWTON PROPERTY MANAG	Utility Billing Deposit Refund	43.69
204228	5/26/2016	ALMOND AVENUE PROPERTY C/O STAN AND GARY OBERTI	Utility Billing Deposit Refund	99.32
204229	5/26/2016	KIMURA ROBERT C	Utility Billing Deposit Refund	62.12
204230	5/26/2016	EDWARDS WILLIE R	Utility Billing Credit Refund	209.15
204231	5/26/2016	PARKER PATRICK C/O MADERA MANAGEMENT COMPANY, INC	Utility Billing Credit Refund	200.74
204232	5/26/2016	MENDOZA AIDA OR CITY OF MADERA	Utility Billing Credit Refund	137.49
204233	5/26/2016	REYES ENEDINA G OR CITY OF MADERA	Utility Billing Credit Refund	191.51
204234	5/26/2016	STANDRIDGE CHRISTOPHER	Utility Billing Credit Refund	206.76
204235	5/26/2016	PERRY CALVIN III	Utility Billing Credit Refund	91.13
204236	5/26/2016	HERNANDEZ RICARDO	Utility Billing Deposit Refund	42.20
204237	5/26/2016	CITY OF MADERA OR AVINA CARDENAS JUAN MA	Utility Billing Credit Refund	150.42
204238	5/26/2016	VASQUEZ MARISSA	Utility Billing Credit Refund	156.09
204239	5/26/2016	COLDWELL BANKER KALJIAN	Utility Billing Deposit Refund	31.17
204240	5/26/2016	MARKLEY RICK	Utility Billing Deposit Refund	57.60
204241	5/26/2016	ELECTRIC MOTOR SHOP, INC.	MOTOR REWIND & REPAIR	9,285.92
204242	5/26/2016	ESPINOZA SEWER SERVICE	TOILET SVS	50.00
204243	5/26/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 05/01- 05/15/16	8,193.75
204244	5/26/2016	UNITY IT	NETWORK MONITORING	450.00
204245	5/26/2016	FRESNO REPROGRAPHICS	PK59 KNOX PARK PLANS/SPECS	520.67
204246	5/26/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	191.13
204247	5/26/2016	GOLDEN STATE FLOW MEASUREMENT INC.	WATER METER END POINTS	15,690.30
204248	5/26/2016	HD SUPPLY WATERWORKS, LTD	WATER SAMPLE STATIONS	13,583.32
204249	5/26/2016	LOU'S GLOVES	EVIDENCE GLOVES	390.00
204250	5/26/2016	MADERA BLINDS AND SHUTTERS	= ("HUNTER DOUGLAS 2" METAL BLINDS")	1,023.80
204251	5/26/2016	CITY OF MADERA	RCLS CR TO FUND45586/COVER 1YR MAINT CST	517.00
204252	5/26/2016	MADERA CARPORTS, INC.	ENGINEER PLANS DOUBLE CARPORT 22' WIDE	400.00
204253	5/26/2016	MADERA CLEANERS & LAUNDRY	YOUTH CENTER FLOOR MAT SVS	32.30
204254	5/26/2016	MADERA PUMPS, INC.	WELL #22 REPAIRS	2,208.00
204255	5/26/2016	MECCA BILLARDS SUPPLY	POOL TABLE FOR PAN AM	2,292.63
204256	5/26/2016	MOTION PICTURE LICENSING CORP.	ADULT DAY CARE-MOTION PICTURE LICENSE	321.30
204257	5/26/2016	MULLINS STUDIO	WEBSITE PHOTOS	1,500.00
204258	5/26/2016	PACIFIC GAS & ELECTRIC	SERVICE UPGRADE	6,762.70
204259	5/26/2016	P G AND E	05/16 SVS 1619119913-8	249.37
204260	5/26/2016	NAVA, GINA	PARK DEPOSIT REFUND	50.00
204261	5/26/2016	HERRERA, ARTEMIO	TURF REPLACEMENT REBATE-1007 PAPAYA ST	562.50
204262	5/26/2016	SOLAR CITY CORP	CANCELLED PERMIT #20151193	797.92
204263	5/26/2016	RESERVE ACCOUNT	PREPAID POSTAGE METER USAGE FEB-MAY 2016	1,200.00
204264	5/26/2016	PRECISION CIVIL ENGINEERING, INC	ENGINEERING SVS-CENTRAL/GATEWAY PROJECT	5,590.00
204265	5/26/2016	PROVOST & PRITCHARD CONSULTING GROUP	URBAN WATER MANAGEMENT PLAN APRIL 2016	5,693.58
204266	5/26/2016	PUBLIC RESTROOM COMPANY	SELF CONTAINED RESTROOM-PROGRESS PMT	38,852.00
204267	5/26/2016	R.F. MACDONALD CO.	CLORINE PUMP	2,484.00
204268	5/26/2016	ROLFE CONSTRUCTION CO.	PRJCT ST10-01 SEWER/STRM DRNG PRG PMT #5	97,033.00
204269	5/26/2016	STEVE DOVALI CONSTRUCTION	PROJECT CNG 11-01 PROGRESS PMT #4	159,059.75
204270	5/26/2016	TAMARACK PEST CONTROL	EXTRA PEST CONTROL SVS-WATER WELL #28	60.00

204271	5/26/2016	TRUE NORTH RESEARCH	DESIGN/CONDUCT SALES TX FEASIBILITY SVS	24,950.00
204272	5/26/2016	UNITED RENTALS, INC	BOOM 76-80' TELESCOPIC RENTAL	1,012.66
204273	5/26/2016	US BANK CORPORATE PAYMENT SYSTEMS	04/16 CAL-CARD CHARGES	126,323.79
204274	5/26/2016	VERIZON WIRELESS	CC IPAD SVS 04/11-05/10/16	3,944.76
204275	6/2/2016	LEO TIDWELL EXCAVATING CORP.	DEPOSIT REFUND	1,671.17
204276	6/2/2016	CLOVIS MADERA EQUIPMENT, INC.	DEPOSIT REFUND	1,291.33
204277	6/2/2016	ABOVE ALL EQUIPMENT INC.	LIFT	11,750.00
204278	6/2/2016	AT&T	CALNET 2 SVS 5596641958648	621.59
204279	6/2/2016	ALERT-O-LITE	EQUIPMENT/SUPPLIES	2,834.82
204280	6/2/2016	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 06/03/16	667.47
204281	6/2/2016	BSK ASSOCIATES	PERMIT COMPLIANCE	263.00
204282	6/2/2016	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD JUNE 2016	251,406.79
204283	6/2/2016	MADERA TROPHY	26' TROPHIES	38.88
204284	6/2/2016	CHIARAMONTE, GIACHINO	PER DIEM POST MANAGEMENT MODULE C	288.00
204285	6/2/2016	CHICAGO TITLE COMPANY	WARRANT REQUEST	665.00
204286	6/2/2016	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 06/03/2016	1,042.48
204287	6/2/2016	COMCAST	04/14-05/13 SVS 8155500320092096	126.89
204288	6/2/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	113.50
204289	6/2/2016	CPS HR CONSULTING	ENTRY ANALYST TEST	411.70
204290	6/2/2016	CORE BUSINESS INTERIORS	OFFICE EQUIPMENT	1,478.30
204291	6/2/2016	DAHL-BECK ELECTRIC	EQUIPMENT REPAIRS	7,777.97
204292	6/2/2016	DEPARTMENT OF FORESTRY AND FIRE	3RD QTR ACTUAL AO17S	801,265.88
204293	6/2/2016	DIAMOND COMMUNICATIONS	ALARM MONITORING AND ELEVATOR PHONES	701.00
204294	6/2/2016	CROWN SERVICES CO.	SPECIAL EVENT TOILET RENTALS	1,704.00
204295	6/2/2016	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE JUNE 2016	3,135.00
204296	6/2/2016	HYATT EDGAR	Utility Billing Deposit Refund	73.15
204297	6/2/2016	TERAN ISRAEL R OR CITY OF MADERA	Utility Billing Credit Refund	434.04
204298	6/2/2016	RUIZ ERNESTO	Utility Billing Credit Refund	64.04
204299	6/2/2016	ROBLES JUAN	Utility Billing Credit Refund	146.64
204300	6/2/2016	EDDIE STEVE AND VELEZ LETICIA	Utility Billing Credit Refund	150.37
204301	6/2/2016	CVI GROUP LLC CONTACT DAVID ROBLEY OR CAROLANNE KEM	Utility Billing Credit Refund	151.11
204302	6/2/2016	YANEZ ABDIEL OR CITY OF MADERA AND CENTENO ALONDRA	Utility Billing Credit Refund	150.39
204303	6/2/2016	JAKUSZ PROPERTY MAINTENANCE	MAY 2016 MONTHLY MAINTENANCE	12,284.00
204304	6/2/2016	ESTEVES, BRIAN	SLI SESSION 5 TRAINING	240.00
204305	6/2/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 5/16-5/31	7,537.50
204306	6/2/2016	FRESNO REPROGRAPHICS	PLANS/SPECS FOR COMMERICAL WATERMETERS	394.26
204307	6/2/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	127.89
204308	6/2/2016	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,632.10
204309	6/2/2016	FIRST TRANSIT INC.	FIRST TRANSIT APRIL 2016	70,528.26
204310	6/2/2016	LINCOLN FINANCIAL	LIFE &LTD INSURANCE JUNE 2016	6,864.69
204311	6/2/2016	LOOP ELECTRIC INC.	INSTALL OF TRAFFIC LOOPS	2,200.00
204312	6/2/2016	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEMS	2,436.76
204313	6/2/2016	MADERA COUNTY ADMINISTRATION	SALES TAX SHARING OCT- DEC 2015	126,554.10
204314	6/2/2016	WILLDAN FINANCIAL SERVICES	CFD 2005-1 2006-1	1,865.39
204315	6/2/2016	NSP3	KNOX PARK BIKE RACK	1,254.20
204316	6/2/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 06/03/2016	6,095.80
204317	6/2/2016	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR PAYROLL 06/03/2016	2,737.04
204318	6/2/2016	PACIFIC GAS & ELECTRIC	04/16 SVS 9920095153-3	24,412.10
204319	6/2/2016	P G AND E	04/16 SVS 3819620697-3	690.34
204320	6/2/2016	NSP3	PLAYGROUND EQUIP/INSTALLATION	97,927.18
204321	6/2/2016	SOLAR CITY CORP	CANCELLED PERMIT	297.60
204322	6/2/2016	POLYDYNE INC.	BIOSOLIDS PROCESSING	2,682.72
204323	6/2/2016	Principal Life Insurance Company	JUNE 2016 DENTAL BILL	16,434.20
204324	6/2/2016	RBC CAPITAL MARKETS	REMARKETING AGREEMENT 02/16-05/16	756.78
204325	6/2/2016	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID RETIREE MED BILL DAVID CHUMLEY	276.60
204326	6/2/2016	SEAL RITE PAVING	KNOX PARK REHABILITATION	102,934.57
204327	6/2/2016	SPARKLETTS	LAB &DRINKING WATER	142.00
204328	6/2/2016	SOLDANI, JOSEPH	REFUND OVERPAYMENT	245.43
204329	6/2/2016	Superior Vision Inc	JUNE 2016 SUPERIOR VISION	2,378.16
204330	6/2/2016	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	7,167.13
204331	6/2/2016	TEMPLE CONSULTING GROUP, LTD	CUSTOMIZATION	300.00
204332	6/2/2016	TESEI PETROLEUM INC.	FUEL CHARGES 5/11-5/20	22,493.74
204333	6/2/2016	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR MAINT.	241.98
204334	6/2/2016	TRUXELL & VALENTINO	PROJECT PK61 PROGRESS PAYMENT1	41,282.25
204335	6/2/2016	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR PAYROLL	21,568.17

204336	6/2/2016 WEST COAST ARBORISTS, INC.	CREW RENTAL	9,225.00
		Bank # 1 - Union Bank General Account Total	3,009,318.97

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REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: June 15, 2016

Agenda Number: B-3

SUBJECT: Consideration of a Resolution of the City Council of the City of Madera, California approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2016 to June 30, 2017 for fire service operations, and authorizing the Mayor to sign the Agreement on behalf of the City of Madera.

RECOMMENDATION:

The Fire Department recommends the City Council of the City of Madera, California, adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2016 to June 30, 2017 for fire service operations, and authorizing the Mayor to sign the Agreement on behalf of the City of Madera.

BACKGROUND:

Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fire within those jurisdictions. The City of Madera has contracted with CAL FIRE under such agreements since 1993. The latest was a two-year Schedule "A" fire protection services reimbursement agreement from July 1, 2014 through June 30, 2016.

The FY 2016-2017 Schedule "A" agreement is $3,364,415.00 (see Exhibit D attachment) which is an increase of approximately $302,418.00 from FY 2015-2016. This escalation is due to the overall increase in staff benefits, one half time (.5) additional office technician position and 5% raise for employees effective 7/1/2016 due to collective bargaining agreement.

FISCAL IMPACT:

The Madera City Fire Department's current budget contains sufficient funding to accommodate the CAL FIRE Schedule "A" fire protection services reimbursement agreement.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The resulting resolution is consistent with the following action items:

- Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1, 2016 TO JUNE 30, 2017 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA.

WHEREAS, the City of Madera (CITY) contracts with the State of California, Department of Forestry and Fire Protection (CAL FIRE) to provide fire protection services as allowed under Public Resources Code Section 4142; and,

WHEREAS, CAL FIRE and the CITY have entered into agreements for services since 1993, the latest of which was a two-year Schedule "A" service agreement from July 1, 2014 through June 30, 2016; and,

WHEREAS, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations.

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

1) The above recitals are true and correct.

2) The City Council of the City of Madera, California approves the above noted Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2016 (Agreement # 4CA03087 in the amount of 3,364,415.00), a copy of which is on file in the office of the City Clerk and referred to for particulars.

3) The City Council of the City of Madera, California authorizes the Mayor, to sign and execute said agreement on behalf of the City of Madera.

4) This resolution is effective immediately upon adoption.

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

AGREEMENT SUMMARY

STD 215 (Rev 06/2011)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER
4CA03087	#

1. CONTRACTOR'S NAME: City of Madera
2. FEDERAL I.D. NUMBER:
3. AGENCY TRANSMITTING AGREEMENT: Forestry and Fire Protection
4. DIVISION, BUREAU, OR OTHER UNIT: Madera-Mariposa-Merced Unit (MMU)
5. AGENCY BILLING CODE: 013028
6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT: Lev Karshtedt (916) 654-6833
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
   ☐ NO ☒ YES (*If YES, enter prior contractor name and Agreement Number)*: City of Madera, 4CA02745
8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES: Fire Protection Services
9. AGREEMENT OUTLINE *(Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)*

California Department of Forestry and Fire Protection (CALFIRE) shall provide fire protection services pursuant to Public Resources Code Sections 4142 and/or 4144.

This Local Governments Wildland/Agreement falls under two of the exceptions listed in the DGS Administrative Order 06-06-1.

"The Contract involves another governmental entity, and an Action or inaction of that other governmental entity delayed Timely processing of the contract of amendment by the State."

"The Contract is an interagency or revenue/reimbursement agreement, there are reasonable factors that caused the delay, and it is in the State's best interest to process the contract or amendment."

10. PAYMENT TERMS *(More than one may apply.)*
   ☐ MONTHLY FLAT RATE ☐ QUARTERLY ☐ ONE -TIME PAYMENT ☐ PROGRESS PAYMENT
   ☐ ITEMIZED INVOICE ☐ WITHHOLD _____ % ☐ ADVANCED PAYMENT NOT TO EXCEED
   ☒ REIMBURSEMENT/REVENUE $ _____ or _____ %
   ☐ OTHER (*Explain*) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Reimbursement		16 / 17			$3,364,415.00
		/			
		/			
		/			
		/			
OBJECT CODE				AGREEMENT TOTAL	$3,364,415.00
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $	
ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE $	

12. AGREEMENT	TERM From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/16	06/30/17	$ 3,364,415.00	EXEMPT
Amendment No. 1			$	
Amendment No. 2			$	
Amendment No. 3			$	
		TOTAL	$ 3,364,415.00	

(Continue)

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD. 215 (Rev 06/2011)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)

☐ SOLE SOURCE CONTRACT *(Attach STD. 821)* ☐ EXEMPT FROM BIDDING *(Give authority for exempt status)* ☒ OTHER *(Explain)* **Reimbursement**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Not Applicable. This is a reimbursement agreement with a local agency.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:
Not Applicable. This is a reimbursement agreement with a local agency.

18. FOR AGREEMENTS IN EXCESS OF $5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?	19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?	20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?
☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. CONTRACTOR CERTIFICATION CLAUSES	B. STD. 204, VENDOR DATA RECORD	22. REQUIRED RESOLUTIONS ARE ATTACHED
☐ NO ☐ YES ☒ N/A	☐ NO ☐ YES ☒ N/A	☐ NO ☒ YES ☐ N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: % OF AGREEMENT ☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:
Schedule A and Wildland agreements are exempt from DVBE requirements per SCM Section 8.12

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR? ☒ NO ☐ YES *(Indicate Industry Group)*	SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*
☒ NO ☐ YES

This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by local agency. Local agency has control over the approval based on fiscal and board restraints; this includes an extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
Unit Chief	

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2015

AGREEMENT NUMBER	4CA03087
REGISTRATION NUMBER:	

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City Of Madera

2. The term of this Agreement is: July 1, 2016 through June 30, 2017

3. The maximum amount of this Agreement is: $ 3,364,415.00
Three million, three hundred sixty four thousand, four hundred fifteen dollars and no cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	5	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	6	pages
Exhibit D – Additional Provisions	6	pages
Exhibit E – Description of Other Services	N/A	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Madera

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Robert Poythress, Mayor

ADDRESS
205 West Fourth Street
Madera, Ca. 93637

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General Services Use Only

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Nancy B. Koerperich	Local Agency:	City of Madera
Name:	Nancy B. Koerperich	Name:	David Tooley, City Manager
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-674-2792

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Nancy B. Koerperich	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Dave Allen	Attention:	Sonia Alrarez
Address:	14225 Rd. 28 Madera, Ca. 93638	Address:	205 West Fourth Street Madera, Ca. 93637
Phone:	559-675-7799	Phone:	559-661-5405
Fax:	559-673-2085	Fax:	559-661-0446

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A
SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

a. The Director predicts a cash flow shortage, or

b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

    Current State Employees (Public Contract Code §10410):

    1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

    Former State Employees (Public Contract Code §10411):

    1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

    2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

    Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. Certification of Insurance - Provider Insurance Certification and/or proof of self-insurance.

SCHEDULE A - 4142
INDEX 4200 PCA 47920
FY 16/17 - PROPOSED

THIS IS THE **SCHEDULE A 4142** OF THE COOPERATIVE AGREEMENT, DATED **JULY 1, 2016**
BETWEEN STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND THE CITY OF MADERA

Station Personnel POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 83.07%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 44.51%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Battalion 10													
Station 6	2	**Fire Captain**	12	24	$5,460	$2,783	$131,040	$108,855	$239,895	$66,792	$29,729	$96,521	$336,416
	4	**Fire App. Engineer**	12	48	$4,752	$2,422	$228,096	$189,479	$417,575	$116,256	$51,746	$168,002	$585,577
	2	**Firefighter II**	12	24	$4,425	$2,336	$106,200	$88,220	$194,420	$56,064	$24,954	$81,018	$275,438
Station 7	2	**Fire Captain**	12	24	$5,460	$2,783	$131,040	$108,855	$239,895	$66,792	$29,729	$96,521	$336,416
	4	**FAE Hazmat**	12	48	$4,752	$2,502	$228,096	$189,479	$417,575	$120,096	$53,455	$173,551	$591,126
	2	**Firefighter II**	12	24	$4,425	$2,336	$106,200	$88,220	$194,420	$56,064	$24,954	$81,018	$275,438
Subtotals	*16*			*192*	*$29,274*	*$15,162*	*$930,672*	*$773,109*	*$1,703,781*	*$482,064*	*$214,567*	*$696,631*	*$2,400,412*

Battalion Command POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 83.07%	Total Salary & Benefits	EDWC Annual	Benefits EDWC 44.51%	Total EDWC & Benefits	Total Annual Sal. & EDWC
Chief Officer	1	**Battalion Chief**	12	12	$6,933	$4,855	$83,196	$69,111	$152,307	$58,260	$25,932	$84,192	$236,498
Subtotals	*1*			*12*	*$6,933*	*$4,855*	*$83,196*	*$69,111*	*$152,307*	*$58,260*	*$25,932*	*$84,192*	*$236,498*

Division Command POF	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 83.07%	Total Salary & Benefits	Annual R&R - $1,851 Per Month	Benefits R&R 83.07%	Total R&R & Benefits	Total Annual Sal.& R&R
Chief Officer	0	**Division Chief**	12	0	$8,768	N/A	$0	$0	$0	$0	$0	$0	$0
Subtotals	*0*			*0*	*$8,768*	*N/A*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Total POF	**17**												

Dispatch Safety	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 60.99%	Total Salary & Benefits	Annual Shift Diff. - Per Month $2,376	Benefits Shift Differential	Total Shift Differential & Benefits	Total Annual Sal.& R&R
ECC	1.5	**Comm. Operator**	12	18	$4,699	N/A	$84,582	$51,587	$136,169	$3,564	$2,174	$5,738	$141,906
Subtotals	*1.5*			*18*	*$4,699*	*N/A*	*$84,582*	*$51,587*	*$136,169*	*$3,564*	*$2,174*	*$5,738*	*$141,906*
Total Safety	**1.5**												

Automotive	No.	Classification	Period	Personnel Months	Rate	Total Salary	Benefits Salary 44.51%	Total Salary & Benefits
Fleet	2	**Forestry Equip. Mgr.**	7	14	$450	$6,300	$2,804	$9,104
Subtotals	*2*			*14*	*$450*	*$6,300*	*$2,804*	*$9,104*
Total Automotive	**2**							

Administration Miscellaneous	No.	Classification	Period	Personnel Months	Monthly Salary	EDWC Per Pay Period	Annual Salary	Benefits Salary 75.63%	Total Salary & Benefits
Clerical	0.5	**Office Technician**	12	6	$3,362	N/A	$20,172	$15,256	$35,428
Subtotals	*0.5*			*6*	*$3,362*	*N/A*	*$20,172*	*$15,256*	*$35,428*
Total Miscellaneous	**0.5**								

Item	Personnel Months	No.	Classification	Avg. Daily Cost	Annual Personnel Days	Annual OT	Benefits OT 1.45%	Total Salary & Benefits
UPOT	204	17	POF	$720	9	$106,697	$1,547	$108,244
UPOT	18	1.5	Safety	$480	6	$4,320	$0	$4,320
Subtotals	222	18.5			15	*$111,017*	*$1,547*	*$112,564*

TOTAL PERSONNEL SERVICES **$2,935,913**

Item	No.	Annual Rate	Total Annual Uniform	Benefits Uniform 43.50%	Total Salary & Benefits	Total
POF Uniform Allowance	17	$830	$14,110	$6,138	$20,248	$20,248
Safety Uniform Allowance	1.5	$450	$675	N/A	$675	$675
Travel	N/A	$8,126	N/A	N/A	N/A	$8,126
General Expense	N/A	$6,000	N/A	N/A	N/A	$6,000
Communications	15	$88	N/A	N/A	N/A	$1,320
Utilities	12	$90	N/A	N/A	N/A	$1,080
Training	N/A	$9,540	N/A	N/A	N/A	$9,540

TOTAL OPERATING EXPENSES **$46,989**

TOTAL PERSONNEL AND OPERATING EXPENSES ----------> **$2,982,902**

ADMINISTRATIVE CHARGE 12.79% ----------> **$381,513**

TOTAL SCHEDULE A ----------> **$3,364,415**

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY: **City of Madera**

This is Schedule C of Cooperative Agreement originally dated July 1, 2016 by and between CAL FIRE of the State of California and City of Madera.

FISCAL YEAR: **2016/2017**

Fire Stations:

Madera City Station 6
Madera City Station 7

Equipment:

2 – Pick up Trucks
- 2006 Chevy 1500 (B10)
- 2006 Chevy 1500 (Utility7)

4 – Fire Engines
- 2008 Spartan (E-7)
- 1990 Spartan (E-6)
- 2009 Ferrara (E-606)
- 1983 Grumman (E-206)

1 - Portable Air Unit

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2016, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Madera

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured, but only with respect to work performance for the State of California under the contract for the purposes of this contract.

The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **2016 to 2017**

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured tinder the self-insurance provision provided in Exhibit C, Section 17.

By: _____ Wendy Silva
Signature — Printed Name

Health and Human Services _____
Title — Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 17.

By: _____ Wendy Silva
Signature — Printed Name

Health and Human Services _____
Title — Date

SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: _____ Wendy Silva
Signature — Printed Name

Health and Human Services _____
Title — Date

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REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 15, 2016
AGENDA ITEM NUMBER B-4

Mark Etheridge
BY: Mark Etheridge, Business Manager
Parks and Community Services

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Tooley, City Administrator

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SER SCSEP) AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

RECOMMENDATION:

Staff recommends Council approve an Agreement with the SER Senior Community Service Employment Program (SCSEP) to provide host agency services for senior employment. Staff further recommends Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The SER agency (SER is an acronym for Service, Employment, Redevelopment) 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 Senior Community Service Employment Program fosters and promotes useful part-time opportunities for individuals who are over 55 years old and who have the greatest economic need. The ultimate 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 Wells Youth Center, at the Pan-Am Community Center and in various departments at City Hall. There are currently City facilities and departments that are awaiting workers to be assigned. The Host Agency Agreement is updated annually to coincide with SER's and the City's fiscal year (July 1 through June 30).

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.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A HOST AGENCY AGREEMENT BETWEEN THE SER SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SER SCSEP) AND THE CITY OF MADERA FOR SENIOR EMPLOYMENT SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

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

WHEREAS, the 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 employment 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, 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. 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, & 22 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. These partner agencies assist the participants with meaningful training opportunities to update and/or develop job skills needed to obtain unsubsidized employment.

SER SCSEP responsibilities:	***Agency/Organization 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 workers' compensation insurance policy during training hours.	✦ Provide supervision, orientation, training, and a safe training site; ✦ Abide by agreed-upon training schedule and submit properly prepared and signed timesheets. ✦ Adhere to the policies and procedures outlined in the SER SCSEP Handbook; ✦ Consider hiring the participant if appropriate openings occurs [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; ✦ Agree not to use participants as substitutes for permanent employees; ✦ Commit not to replace a laid off employee [within 2 years] with a SCSEP participant; ✦ 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], submit an annual HA Assessment of SCSEP, and a completed In-kind Contribution Documentation form quarterly [if applicable].

Thank You for partnering with SER SCSEP to enhance employment opportunities for the participants that will be placed with your agency/organization. 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.

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].

Please check each appropriate box:

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

City of Madera
Agency/Organization – Main Office Location

205 W. 4th Street Madera, CA 93637
Address City, State, ZIP

(559) 661-5400 Fax (559) 674-2972
Telephone & Fax

salvarez@cityofmadera.com
Email

Robert L. Poythress, Mayor
Agency/Organization Representative Name (Print)

Agency/Organization Representative Signature Date Signed

SER SCSEP Site

Address City, State, ZIP

Telephone & Fax

Email

SER SCSEP Site Coordinator Name (Print)

SER SCSEP Site Coordinator Signature Date Signed

Original: Host Agency File **Copy:** Host Agency

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, & 22 of the SOP

Host Agency Name: City of Madera

205 W. 4th Street	Madera	CA	93637
Mailing Address	City	State	ZIP
205 W. 4th Street	Madera	CA	93637
Physical Address	City	State	ZIP

Telephone & Fax Tel. (559) 661-5495 Fax (559) 675-3629 Email metheridge@cityofmadera.com

Mark Etheridge — Contact Person Name (Print)

Parks & Community Services Business Manager — 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	CA	93638
Address	City	State	ZIP

Telephone & Fax (559) 661-5495 Fax (559) 675-3629 Email yhamilton@cityofmadera.com

Yvonne Hamilton — Contact Person Name (Print)

Senior Nutrition Program Monitor — Title

****

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

238 South D Street	Madera	CA	93638
Address	City	State	ZIP

Telephone & Fax (559) 673-4293 Fax (559) 673-7848 Email yhamilton@cityofmadera.com

Yvonne Hamilton — Contact Person Name (Print)

Senior Nutrition Program Monitor — Title

****

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

703 Sherwood Way	Madera	CA	93638
Address	City	State	ZIP

Telephone & Fax (559) 675-2095 Fax (559) 673-0568 Email yhamilton@cityofmadera.com

Yvonne Hamilton — Contact Person Name (Print)

Senior Nutrition Program Monitor — Title

****

Name: Public Works Facility Phone No. (559) 675-2095

1030 S. Gateway Dr.	Madera	CA	93637
Address	City	State	ZIP

Telephone & Fax (559) 661-5466 Email yhamilton@cityofmadera.com

Yvonne Hamilton — Contact Person Name (Print)

Senior Nutrition Program Monitor — Title

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 15, 2016
Agenda Item Number B-5

SUBJECT: RESOLUTION APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT – LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2016/17 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:

1. Approving the FY 2016/17 Application for Transportation Development Act (TDA), Local Transportation Funds (LTF).

2. Approving the FY 2016/17 Application for Transportation Development Act, State Transit Assistance Funds (STA).

3. Authorizing the City Engineer to execute the applications and submit them to the Madera County Transportation Commission (MCTC) for adoption.

SUMMARY:

The applications describe the proposed expenditures for the MCTC approved allocation of funds for Fiscal Year 2016/17. City staff recommends the proposed expenditures and have included them in the proposed 2016/17 City Budget.

The LTF allocation of $1,667,808 for FY 2016/17 must be used for transportation related services such as transit services, street construction and program planning, and administration. Also, an allocation of 2% of the LTF must be used for pedestrian/bicycle facilities, and 3% must be allocated to MCTC for Transportation Planning Services. The LTF allocation for FY 2016/17 has an increased amount of $37,411 compared to last year's allocation.

The STA allocation of $ 273,370 for FY 2016/17 is programmed for capital outlay and operations for Dial-A-Ride and Madera Fixed Route Bus System. The use of STA funds is limited to transit related programs only. The STA allocation for FY 2016/17 is $45,992 less than last year.

DISCUSSION:

Local agencies are required to submit applications for LTF and STA funds annually for approval by the MCTC. These applications shall describe the intended use of the funds for City Council approval after the State Controller has provided the final amount of funds to be apportioned.

STA and LTF applications are prepared for funds apportioned to the City of Madera, County of Madera and City of Chowchilla by the MCTC based on population pursuant to the Transportation Development Act. Changes to these applications by the local agency can be made through an amended application at any time. The applications are prepared to reflect the proposed expenditures for the coming fiscal year.

LTF funds are programmed first for transit services to fully fund these services based on the annual needs assessment prepared by MCTC and operational needs determined by City staff. Bicycle and pedestrian facilities receive a mandatory 2% of the LTF funds and transportation planning receives a mandatory 3% of the LTF funds. The next priority for the LTF is for the local match for State and Federal funds, annual programs and projects, administration and street maintenance. Any remaining funds are typically programmed for street construction projects that are in the City's Capital Improvement Program as well as appropriate administrative support costs.

The distribution of LTF funds in the application consist of the following:

Transit Services	$ 337,000
Bike/Pedestrian Facilities	$ 33,356
Transportation Planning	$ 50,034
Transportation Improvement Projects	$1,247,418
TOTAL	$1,667,808

For the 2016/17 Fiscal Year, the annual programs and projects consist of engineering services for delivery of the Capital Improvement Program, transportation programming and administration, and a contingency for unanticipated projects.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

RESOLUTION NO. 16 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2016/2017 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the Transportation Development Act (TDA), Local Transportation Funds (LTF) and State Transit Assistance (STA) funds are annually allocated by the Madera County Transportation Commission (MCTC) pursuant to the Transportation Development Act; and

WHEREAS, the City of Madera prepares applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the LTF and STA fund applications for FISCAL YEAR 2016/17 that describe the intended uses of these funds have been submitted to the City Council for its review.

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 Fiscal Year 2016/17 Applications for Transportation Development Act Funds, Local Transportation Funds and State Transit Assistance Funds, as allocated to the City by the Madera County Transportation Commission, which applications are attached hereto and incorporated herein are approved.

3. The City Engineer is authorized to execute the applications and submit them to the Madera County Transportation Commission.

4. This resolution is effective immediately upon adoption.

* * * * *

Application Number: _____

Date of Submission: _____

MADERA COUNTY TRANSPORTATION COMMISSION

Application for Transportation Development Act, Article 8 Funds

Local Transportation Fund (LTF)

Fiscal Year 2016-17

Applicant Agency, Address, and Project Director:
City of Madera, 205 W. Fourth Street, Madera, CA 93637 - Keith B. Helmuth, City Engineer

This form is to be used when making an application to use TDA funds for Public Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, and Street and Road Projects. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:

Transportation Services Section 99400 (c):

1. Name of Service, Contractor:	MAX - Operation	$ 110,258.00
2. Name of Service, Contractor:	MAX - Capital	$ 5,000.00
3. Name of Service, Contractor:	Dial-A-Ride - Operation	$ 203,624.00
4. Name of Service, Contractor:	Dial-A-Ride - Capital	$ 6,000.00
5. Name of Service, Contractor:	Inter-modal/Operations & Capital	$ 12,118.00
	TOTAL:	$ 337,000.00

Pedestrian and Bicycle Facilities Section 99400 (a):

Project Name, if applicable

1.	Miscellaneous Pedestrian/Bicycle Facilities	$ 33,356.00
2.		$
3.		$
	TOTAL:	$ 33,356.00

Transportation Planning Services Section 99402:

MCTC regional transportation planning activities on behalf of member agencies (Circulation Studies, Traffic Counts, System Route Studies, Bike Lane Planning, General Data Collection, etc.)		$ 50,034.00
Local Agency transportation planning activities (or Contracted Services)		$
Additional planning project or contracted transportation planning work		$
	TOTAL:	$ 50,034.00

Street and Road Projects Section 99402:

TDA, Article 8 Funds Requested for Street Maintenance		$
TDA, Article 8, Other Road and Street Improvement Projects		$
	TOTAL:	$ 1,247,418.00
	GRAND TOTAL:	$ **1,667,808.00**

The Standard Assurances Form has been attatched to this application (initial here) _____

Submitted By:

_____
Signature of Local Official, Title

_____
Date

Approved by MCTC:

_____
Executive Director Date

Note:
TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

Application Number: _____

Date of Submission: _____

MADERA COUNTY TRANSPORTATION COMMISSION

Application for Transportation Development Act

State Transit Assistance (STA)

Fiscal Year 2016-17

Applicant Agency, Address, and Project Director:

City of Madera, 205 W. Fourth Street, Madera, CA 93637 - Keith B. Helmuth, City Engineer

This form is to be used when making an application to use STA funds for Transportation Services and Transportation Planning Services. All projects submitted must be included in the Regional Transportation Plan.

FUNDING REQUEST:

Transportation Services:

1. Name of Service, Contractor:	MAX - Operation	$ 273,370.00
2. Name of Service, Contractor:		$
3. Name of Service, Contractor:		$
4. Name of Service, Contractor:		$
5. Name of Service, Contractor:		$
	TOTAL:	$ 273,370.00

Transportation Planning Services:

MCTC transit planning activites on behalf of member agencies.		$
Local Agency transportation planning activies (or Contract Services)		$
Additional planning project or contracted transportation planing work		$
	TOTAL:	$ -

SUMMARY of PROPOSED EXPENDITURES

Transportation Services	$ 273,370.00
Transportation Planning Services	$ -
GRAND TOTAL:	$ 273,370.00

Submitted By:

_____

Keith B. Helmuth, City Engineer

Approved by MCTC:

_____

Executive Director Date

Note:

TDA funds may be used to cover actual expenses during the fiscal year of the application only. Should carryover funds occur, MCTC should be notified

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 15, 2016
Agenda Item Number B-6

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A TRAFFIC IMPACT STUDY FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That the City Council approves Resolution No. 16-_____:

1. Approving the Agreement with Peters Engineering Group.
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Peters Engineering Group (the Engineer) is for engineering services to prepare a Traffic Impact Study (TIS) for the subject project. The agreement total amount is $25,400 that includes $3,000 for extra services subject to first being approved by the City Engineer.

Funding for this study is included in the 2015/16 City Budget – Capital Improvement Program and funded with Measure "A" Funds.

DISCUSSION:

The Project generally consists of reconstructing Olive Avenue to City Standards for an Arterial Street that will provide a four lane divided street with bike lanes

and a raised median. The Official Plan Line adopted by City Council in 1997 provides for acquisition of a right-of-way width of 100 feet between Gateway Drive and Knox Street that does not generally conform to the existing road centerline.

A Request for Proposal (RFP), for Professional Engineering Services was sent to five firms that were selected from our list of qualified local firms. The firms were KD Anderson & Associates, OMNI Means, JLB Traffic Engineering, Peters Engineering Group and TJKM Transportation. Out of the five firms, only Peters Engineering Group and OMNI Means submitted a proposal.

The Selection Committee consisting of three City Engineering staff reviewed, evaluated and ranked the proposals based on the four criteria listed in the RFP. The four criteria were, Key Personnel related Project Experience, Similar Project experience, Approach to Work Tasks/Schedule, and Manpower/Fee Proposal. Peters Engineering Group received the highest ranking.

Staff is hereby recommending that Council approve the agreement for such services in favor of Peters Engineering Group.

The agreement with Peters Engineering Group is for engineering services to prepare a Traffic Impact Study (TIS).

The agreement total amount is $25,400 that includes $3,000 for extra services subject to first being approved by the City Engineer.

The Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) is included in the 2015/16 Capital Improvement Program with construction currently planned for Fiscal Year 2017/18.

FISCAL IMPACT:
There is no fiscal impact to the City's General Fund. The project is funded and included in the adopted City's FY 2015/16 CIP Budget.

The funding source for the traffic impact study is in the City's allocation of Measure "A" – Account Number: 9140-5086.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN
Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES FOR THE OLIVE AVENUE WIDENING, GATEWAY DRIVE TO KNOX STREET, PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has initiated the design phase of the Olive Avenue Widening Project between Gateway Drive and Knox Street (the Project) which includes preparation of a Traffic Impact Study; and

WHEREAS, the funding for design work on the Project has been included in the 2015/16 Budget, Capital Improvement Program; and

WHEREAS, professional engineering services by a professional engineering firm is required for the preparation of a Traffic Impact Study; and

WHEREAS, Peters Engineering Group has the professional skills to perform the necessary services, and City desires to retain Peters Engineering Group; and

WHEREAS, the Agreement with Peters Engineering Group for such professional engineering services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

NOW THEREFORE, THE 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 Peters Engineering Group for professional surveying and design services for an amount not to exceed $25,400, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT WITH "PETERS ENGINEERING GROUP" FOR PROFESSIONAL ENGINEERING SERVICES TO PREPARE A TRAFFIC IMPACT STUDY FOR THE OLIVE AVENUE WIDENING PROJECT FROM GATEWAY DRIVE TO KNOX STREET

This Agreement made and entered into this 15th day of June 2016, between the City of Madera, a municipal corporation of the State of California hereinafter called **"CITY",** and "PETERS ENGINEERING GROUP", located in Clovis, CA, hereinafter called "**ENGINEER**".

W I T N E S S E T H

WHEREAS, CITY plans to widen and reconstruct street improvements on Olive Avenue from Gateway Drive to Knox Street, hereinafter called "Project"; and

WHEREAS, CITY needs professional engineering services to prepare a Traffic Impact Study required by the CITY for the design of the project; and

WHEREAS, ENGINEER is qualified and licensed to provide the required professional engineering services and is knowledgeable of Federal, State and City standard, policies and regulatory requirements and CITY desires to hire ENGINEER for such purposes.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF ENGINEER:

CITY hereby hires ENGINEER to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

ENGINEER shall provide the professional services set forth in the "Project Work Plan Tasks & Deliverable Schedule", EXHIBIT A, attached hereto and incorporated herein by reference. ENGINEER accepts full responsibility for the scope of services provided by

sub-consultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

3. PROGRESS MEETINGS:

ENGINEER shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and ENGINEER to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed two per month during the course of ENGINEER'S work. ENGINEER shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

a. Provide a Project Manager to work with ENGINEER;

b. Review all submittals timely;

c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the Project/Manpower/Schedule, EXHIBIT B, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is Twenty Two Thousand Four Hundred Dollars and no cents ($22,400). CITY and ENGINEER agree that the hourly rates in the HOURLY RATE SCHEDULE, Exhibit C, attached hereto and incorporated herein by reference, shall remain in full force and effect through December 31, 2016. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

The following payment schedule represents the maximum payable upon ENGINEER'S submittal for the following work:

60% Draft Traffic Impact Study:	Not to Exceed $12,400
100% Traffic Impact Study:	Not to Exceed $10,000

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of ENGINEER'S monthly invoices for the work performed specified herein. ENGINEER'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on ENGINEER'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay ENGINEER for extra services not contemplated hereunder as set forth in the Project Work Plan or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by ENGINEER for an agreed to fixed fee or hourly rate of compensation, provided, however, the City Engineer's authority is limited to expenditures not to exceed an additional amount of Three Thousand Dollars ($3,000).

8. AUDITS AND INSPECTIONS ACCESS:

ENGINEER shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. ENGINEER shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

ENGINEER shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).

2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultant's profession. ENGINEER'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

ENGINEER shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Insurance: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors & Omissions): $250,000 per claim and $1,000,000 aggregate with a deductible not to exceed $75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the ENGINEER shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the ENGINEER including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the ENGINEER. General liability coverage shall be provided with the following endorsement forms: 1) CG 20 10 10 01 and 2) a CG 20 37 10 01, or substitute forms with identical language and coverage.

2. For any claims related to this project, the ENGINEER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the ENGINEER'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

ENGINEER shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of ENGINEER are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to ENGINEER, become the property of the City whether the project for which they are prepared is executed or not. ENGINEER shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the ENGINEER on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, ENGINEER shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify ENGINEER for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of June 20, 2016, ENGINEER shall complete the work as shown in EXHIBIT B, Task Schedule with the following milestones:

Collecting/Obtaining Data	July 6, 2016
Prepare Draft & submit 60% TIS Report	August 17, 2016
Revise and submit final TIS Report	September 14, 2016

The above schedule includes a one week review period by the CITY for Submittals and Deliverables.

B. ENGINEER shall not be held responsible for delays caused by CITY review or by reasons beyond ENGINEER'S control. Also ENGINEER shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of ENGINEER to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to ENGINEER or is

attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. ENGINEER shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2016, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

A. This agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, ENGINEER shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by ENGINEER;
2. A failure by ENGINEER to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by ENGINEER to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by ENGINEER for approval to the end that there will be no significant delays in ENGINEER'S program of work. An approval, authorization or request to ENGINEER given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

ENGINEER shall defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER, its officers, sub-consultants, agents, employees or contractors, in performing or failing to perform any work, services or functions under this Agreement.

15. RESPONSIBILITY FOR OTHERS:

ENGINEER shall be responsible to CITY for its services and the services of its sub consultants. ENGINEER shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

ENGINEER shall be obligated to comply with applicable standards of professional care in the performance of the Services. Engineer recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, ENGINEER, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. ENGINEER shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized

representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by ENGINEER under this Agreement, it is mutually understood and agreed that ENGINEER, including any and all of ENGINEER'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, ENGINEER shall have absolutely no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or ENGINEER may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

ENGINEER shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of ENGINEER'S services. ENGINEER may use professional practices and standards regarding the interpretation of these laws.

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

24. ENGINEER'S LEGAL AUTHORITY:

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

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA	ENGINEER
Engineering Division	PETERS ENGINEERING GROUP
205 W. 4th Street	952 Pollasky Avenue
Madera, CA 93637	Clovis, CA 93612
Attention: City Engineer	Attention: John Rowland, PE

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between ENGINEER and CITY respecting the Project and correctly sets the obligations of the ENGINEER and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * * * * * * * *

CITY OF MADERA

By: _____
Robert L. Poythress, Mayor

PETERS ENGINEERING GROUP

By: _____
David Peters, TE, PE, President
CE 52685, TE 2271
86-1065316
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

EXHIBIT A
PROJECT WORK PLAN TASKS & DELIVERABLES

EXHIBIT B
PROJECT-MANPOWER SCHEDULE

EXHIBIT C
HOURLY RATE SCHEDULE

EXHIBIT "A"

WORK PLAN

The Peters Engineering Group will provide the following work tasks:

Task 1 Kickoff Meeting

Peters Engineering Group will attend a kickoff meeting with City staff to discuss pertinent aspects of the Project.

Task 2 Field Review

Peters Engineering Group will perform a field review to observe the existing road conditions and traffic patterns in the Project area. The existing left-turn storage capacity will be measured at each of the study intersections. Existing transit, bicycle, and pedestrian facilities will be identified.

Task 3 Traffic Counts

Manual traffic counts, including turning movements, bicycles, pedestrians, and heavy vehicles, will be performed between the hours of 7:00 a.m. and 9:00 a.m. on a weekday morning and between the hours of 4:00 p.m. and 6:00 p.m. on a weekday evening at the following intersections:

1. Olive Avenue / Gateway Drive
2. Olive Avenue / E Street / 14th Street
3. Olive Avenue / D Street
4. Olive Avenue / Roosevelt Avenue
5. Olive Avenue / Knox Street

Twenty-four hour weekday counts will be performed on each approach using pneumatic tube counters at the following intersections:

1. Olive Avenue / Roosevelt Avenue
2. Olive Avenue / Knox Street

It is preferable to perform traffic counts while schools are in session.

Task 4 Traffic Modeling

Peters Engineering Group will coordinate with the Madera County Transportation Commission (MCTC) to obtain traffic volume information from the most recent available Madera County travel model. Future traffic volumes for the year 2036 will be projected based on information available from the travel model.

Task 5 Crash History

Peters Engineering Group will request crash history records from available sources, primarily including the City of Madera Police Department and the (Statewide Integrated Traffic Records System) (SWITRS). The types of crashes will be evaluated and crash trends, if any, will be identified.

Task 6 Pending and Approved Projects

Peters Engineering Group will coordinate with City staff to identify pending and approved projects in the vicinity of the Project site. The additional traffic volumes expected to be generated by those projects will be estimated and included in the analyses.

Task 7 Traffic Analyses

Peters Engineering Group will perform intersection and road segment analyses as required by the City. Analyses will be required for the following scenarios:

- Existing Conditions;
- Existing-Plus-Project Conditions;
- Existing-Plus-Project Conditions (E Street / 14th Street closed);
- Day-Of-Completion Cumulative Conditions (includes approved and pending projects);
- Day-Of-Completion Cumulative Conditions (E Street / 14th Street closed, includes approved and pending projects);
- Year 2036 Cumulative No-Project Conditions;
- Year 2036 Cumulative (Year 2036) Conditions; and
- Year 2036 Cumulative (Year 2036) Conditions (E Street / 14th Street closed).

The scenarios that consider the closure of the E Street / 14th Street connection to Olive Avenue are expected to primarily focus on the intersection of Olive Avenue and D Street. A complete set of additional analyses at each intersection is not expected to be required. These analyses will be utilized to evaluate the impacts of closing the intersection to Olive Avenue.

The analyses will identify the road segment and intersection vehicle levels of service for each scenario. Existing deficiencies, Project impacts, and cumulative impacts, if any, will be identified.

Left-turn storage will be analyzed at each of the study intersections.

Integration of public transit facilities, bicycle facilities, pedestrian facilities, and safety improvements into the design of the road widening will be considered.

Mitigations for impacts will be developed and the levels of service for the mitigated conditions will also be evaluated.

Anticipated lane configurations, including the length of storage lanes, will be analyzed and modified as necessary to provide acceptable levels of service with queues contained in storage lanes at the study locations.

Task 8 Traffic Signal Warrants

Peters Engineering Group will utilize the results of the traffic counts, analyses, and crash history to analyze traffic signal warrants as presented in the most recent California Manual on Uniform Traffic Control Devices (CMUTCD) at the following locations:

1. Olive Avenue / Roosevelt Avenue
2. Olive Avenue / Knox Street

Peters Engineering Group will provide an interpretation of the results of the warrant study, and recommendations related to signalization of the study intersections.

Task 9 City Coordination and Progress Meeting

Peters Engineering Group will contact City staff to discuss the preliminary results and will attend one meeting to discuss the results and potential recommendations of the report.

Task 10 Draft Traffic Impact Study Report

Peters Engineering Group will prepare a report for review by the City of Madera. The report will include presentation of the results of the tasks outlined herein. Up to six copies of the report will be provided and an electronic portable document format (pdf) copy of the report will also be prepared.

Task 11 Final Traffic Impact Study Report

Peters Engineering Group will incorporate comments received from the City into the final traffic impact study report. Up to six copies of the report will be provided and an electronic portable document format (pdf) copy of the report will also be prepared.

Exhibit "B"

City of Madera - Traffic Impact Study - Olive Avenue Widening
Preliminary Engineering Fee Estimate

Description		Person-Hours			Other Direct Costs	Total
		Principal Engineer @ $165 /hr	Senior Civil Engineer @ $150 /hr	Draftsperson / Technician @ $85 /hr		
Task 1	Kickoff Meeting	2	2		$20	$650
Task 2	Field Review	1	1	4	$30	$685
Task 3	Traffic Counts			1	$2,210	$2,295
Task 4	Traffic Modeling		2	4		$640
Task 5	Crash History		1	8		$830
Task 6	Pending and Approved Projects		2	2		$470
Task 7	Traffic Analyses		8	40		$4,600
Task 8	Traffic Signal Warrants	1	4	5		$1,190
Task 9	City Coordination and Progress Meeting	2	2		$20	$650
Task 10	Draft Traffic Impact Study Report	4	32	24		$7,500
Task 11	Final Traffic Impact Study Report	2	8	16		$2,890
	Total =	12 Hours	62 Hours	104 Hours		**$22,400**

EXHIBIT "C"

Rate Schedule

HOURLY RATE SCHEDULE
(Eff ective 1/1/16 to 12/31/16)

CLASSIFICATION	RATE
Principal Civil Engineer	$165/hr
Senior Civil Engineer	$150/hr
Civil Engineer	$120/hr
Land Surveyor	$120/hr
Staff Engineer	$105/hr
Draftsperson/Technician/Inspector	$85/hr
Clerical	$65/hr
Robotic Total Station	$35/hr
Litigation Support	$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/16 to 12/31/16)

DESCRIPTION	RATE
Mileage	$0.63/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 15, 2016
Agenda Item Number B-7

SUBJECT: MINUTE ORDER – ACCEPTING THE SOUTH PINE STREET & WEST PECAN AVENUE IMPROVEMENTS PROJECT CITY OF MADERA PROJECT NO. ST 14-05 AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION

RECOMMENDATION:

That the City Council approve Minute Order approving:

a. Acceptance of the South Pine Street & West Pecan Avenue Improvements Project City of Madera Project No. ST 14-05.

b. The recording of the Notice of Completion.

c. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

The City Council, at their November 12, 2014, meeting, awarded a contract to Avison Construction, Inc. for the construction of the South Pine Street & West Pecan Avenue Improvements Project City of Madera Project No. ST 14-05. The total contract construction cost was $3,631,188.48, which is $9,410.80 under budget.

Construction of the project has been completed with final inspections conducted by City Engineering and Public Works Department. The Madera Irrigation District has accepted the improvements to their system. PG&E, AT&T and Comcast have also accepted the undergrounding of their utilities.

Staff recommends that the City Council accept the project as completed and authorize the "Notice of Completion" be recorded.

DISCUSSION:

The completed project consisted of the following:

Pine Street & Pecan Avenue - Widened approximately one-quarter mile of Pine Street north of Pecan Avenue and one-half mile of Pecan Avenue, west of Pine Street to arterial street standards. The work in general consisted of widening and constructing concrete curbs, gutters, sidewalk and ADA ramps, installation of sewer mains and sewer laterals, installation of water mains and service laterals, fire hydrants, and installation of storm drain pipelines and drainage structures and undergrounding or installation of electrical, telephone and cable TV utilities. The street construction included removal of existing pavements, grading of roadway subgrade, placing aggregate base, and placing asphalt concrete paving. Included in the project is the installation of LED street lights, electrical conduit and meters for the new street lights and future traffic signals.

Madera Irrigation District Improvements – The project abandoned and reinstalled approximately 1300 linear feet of new MID pipeline and facilities. It was necessary to relocate the existing MID pipeline and also install Class III and Class IV stronger pipelines to withstand the street traffic impact. The construction included installation of manholes and connections to the existing MID pipeline system.

PG&E, AT&T and Comcast underground facilities - The City and PG&E entered into an agreement for a Rule 20B Underground Utility District for the conversion of overhead PG&E, AT&T and Comcast electrical and communication lines to underground facilities. The underground facilities were installed within a joint trench that included the conduits required for the PG&E, AT&T and Comcast underground systems. Included with this work are concrete pads, substructures, utility manholes and vaults for electrical facilities.

The project included two bid schedules. Bid Schedule A consisted of street improvements and MID facilities in the amount of $2,893,875.40. Bid Schedule B consisted of underground facilities in the amount of $415,760.60. The total bid for Bid Schedules A and B was $3,309,636.00. City Council approved the bid amount plus a 10% contingency for a total budget of $3,640,600.

Five (5) contract change orders (CCO's) were processed for work necessary for completion of the project. A summary table of the change orders (Attachment "A") is included with the report for the following:

-	Contract Change Order No.1	$ 48,343.58
-	Contract Change Order No. 2	$103,808.47
-	Contract Change Order No. 3	$ 29,861.50
-	Contract Change Order No. 4	$186,704.53
-	Contract Change Order No. 5	$ 29,056.20
	Total CCO Additive Amount.....	$397,774.48
	Contract Change Order Credits.....	($ 76,221.80)
	Total Contract Change Order Cost.....	$321,552.48

The five contract change orders, less credits, increased the contract amount by $321,552.48 thereby increasing the final contract amount to $3,631,188.68, an increase of approximately 9.7%.

FINANCIAL IMPACT:

The total contract construction cost of the project, including construction of streets, installation of the MID pipeline, undergrounding of utilities (PG&E, AT&T and Comcast) was $3,631,188.48.

Funding for the project was provided from Local Transportation Funds (LTF), RSTP Federal Exchange Funds and seven Development Impact Fee Funds as follows:

Local Transportation Fund (LTF)	$ 108,600
RSTP Federal Exchange Fund	$1,387,000
DIF 40846 – Water Pipe	$ 259,000
DIF 45100 – Storm Drain	$ 470,000
DIF 45219 – Public Works	$ 154,000
DIF 45262 – Street Medians	$ 190,000
DIF 45263 – Arterial Streets	$ 995,000
DIF 45264 – Traffic Signals	$ 77,000
TOTAL	$3,640,600

The construction of this project did not have a financial impact on the City's General Fund. The ongoing maintenance of the new street and additional street lighting energy costs may have a future impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 121.8 – Upgrade the City's street circulation capacity. This project provides an additional improved arterial street connection for the east and west traffic along Pecan Avenue and completes arterial street improvements on Pine Street adjacent to South High School.

Strategy 126.0 – Expand or develop programs to create clean, safe and aesthetically pleasing streets.

Strategy 126.6 – Reconstruct existing streets to install sidewalks and ADA ramps.

ATTACHMENT "A"

SUMMARY OF CHANGE ORDERS

Project: South Pine Street and West Pecan Ave. Improvements City Project No. ST 14-05

Contractor: AVISON CONSTRUCTION, INC.

CCO No.	Work Description	Date	Change to Contract Amount	Change to Contract Time
1	1-1. Backfill and mechanical compaction for PG&E Gas Line -------- Lump sum ---------- Add 3 Calendar Days	5/7/15	$ 4,774.00	3 Calendar Days
	1-2. Re-route Water Line Under Irrigation --- Lump sum----- Add 5 Calendar Days		$ 29,640.58	5 Calendar Days
	1-3. Bid Item #28: Basin Excavation- Add 3,926 C.Y @ $3.50 per C.Y ---------- Add 3 Calendar Days		$ 13,741.00	3 Calendar Days
	1-4. Bid Item #11B: PG&E 60" R Bend 90 deg.- Add 4 Ea. @ $47.00 per Ea. ------ Add 0 Calendar Day		$ 188.00	
	Total Cost of CCO #1 >>>		**$ 48,343.58**	**11 Cal. Days**
2	2-1. Adjust Bid item No. 4B for additional directional boring cost -- Lump sum ----$46,777.50 Adjust bid item No. 4B for additional boring pits excavation and backfill, additional material -------- Lump sum ---------- $38,124.96	6/4/15	$ 84,902.96	
	2-2. Reimbursement of Notice of Intent (NOI) per question #20 dated 10/27/14 in Addendum #4- -		$ 838.00	
	2-3. Furnish & Install traffic rated PTS 3660 pullbox for AT&T per AT&T request- --LS		$ 8,164.20	
	2-4. Additional Cross Gutter 468 S.F @ $15.17 ----------		$ 7,099.56	
	2-5. Additional Grading for Added Cross Gutter 468 S.F @ $1.54 -----		$ 720.72	
	2-6. Cost of Deleted Cross Gutter Costs that deleted after it was formed up ---Lump sum		$ 2,083.03	
	Total Cost of CCO #2 >>>		**$ 103,808.47**	**66 Cal. Days**
3	3-1. Add 820 L.F @ $8.50 for Bid Item No. 1B- Joint Utility Trench for PG&E, AT&T & Comcast Including Excavation, Shielding/ Shoring & Cal OSHA Compliance		$ 6,970.00	
	3-2. Add 12 L.F @ $46.00 for Bid Item No. 2B-Joint Utility Trench for PG&E, AT&T & Comcast Including Excavation, Shielding/ Shoring & Cal OSHA Compliance within existing Pavement		$ 552.00	
	3-3. Add 832 L.F @ $19.00 for Bid Item NO. 3B- Trench Backfill, Grading & Compaction for PG&E, AT&T & Comcast Facilities		$ 15,808.00	
	3-4. Add 5 L.F @ $6.50 for Bid Item No. 6B- PG&E 6" Conduit Plastic DB120 (01-6474)	7/29/2015	$ 32.50	
	3-5. Add 1,070 L.F @ $4.80 for Bid Item No. 34B- AT&T Provide and Install 4" PVC Conduit		$ 5,136.00	
	3-6. Add 852 L.F @ $1.60 for Bid Item No. 39B- Comcast Installation of 2" Conduit (Material Provided by Comcast)		$ 1,363.20	
	3-7. Deduct 37 L.F @ $70.00 for Bid Item No. 37B-AT&T Only Street Trenching, Backfill and Compaction		$ (2,590.00)	
	Total Cost of CCO #3>>>		**$ 27,271.70**	**0 Cal Days**
4 Balancing	4-1. Extra Work to Remove & replace Sidewalk damaged by PG&E - Lumpsum Cost --		$ 1,135.51	
	4-2. Extra Work for Installation of Conduit for future Traffic Signal at Pecan Street -------	1/12/16	$ 3,890.70	
	4-3. Additional power connection point for Street lights at P.O.S. - LS		$ 4,195.40	
	4-4. Extra Work to Install conduit and lock jaw boxes to provide power for future T.S. - LS		$ 17,355.80	
	4-5. Construct 4 AC Private Driveways Adjacent to Pecan Ave.		$ 17,566.00	
	4-6. Cost to furnish and install Traffic Signal Pole @ Pecan Ave. & Pine St.		$ 21,069.50	
	4-7. Construct swale on south side of Pecan Ave.		$ 4,148.77	
	4-8. Time & Material to Pothole 36" MID Pipe		$ 3,023.45	
4 Balancing Change Order	4-9. Cost to relocated 2" water service staked @ incorrect location		$ 11,279.35	
	4-10. Add 8 Ea. of Bid Item #57: Adjust Water Valves to Finish Grade @ $520.00/ Ea. --		$ 4,160.00	
	4-11. Additional 1,249.59 TN of Bid Item 60 Class 2 Ag. Base @ $23.00 per TN		$ 28,740.57	
	4-12. Additional 748.44 TN of Bid Item 61 AC Paving @ $92.00 per TN	1/12/16	$ 68,856.48	
	4-13. Additional 6 ea of Bid Item 12B 45 Deg. Bend @ $32.00		$ 192.00	
	4-14. Addtitional 9 ea of Bid Item 13B 6" end bell @ $9.00		$ 81.00	
	4-15. Additional 6 ea of Bid Item 14B 6" Cap @ $14.00		$ 84.00	
	4-16. Additional 10 ea of Bid Item 16B 22.5 Deg. Bend @ $23.00		$ 230.00	
	4-17. Additional 2 LF of Bid Item 17B 3" Conduit @ $6.50		$ 13.00	
	4-18. Additional 10 LF of Bid Item 18B 4" Conduit @ $8.50		$ 85.00	
	4-19. Additional 23 ea of Bid Item 19B Reducer Swedge @ $26.00		$ 598.00	
	Total Cost of CCO #4 Additive Amount>>>		**$ 186,704.53**	
	4-20. Deduct Bid Item 7 Temp Concrete washout ----- Lump Sum		$ (100.90)	
	4-21.Deduct Bid Item 15 Sewer Clean Outs 4 ea @ $1,235.00		$ (4,940.00)	
	4-22. Deduction Type G inlet not constructed to specification		$ (930.00)	
	4-23. Decuct 716 LF of Bid Item 31 Remove exist. 36" MID Pipeline @ $16.00		$ (11,456.00)	
4 Balancing Change Order	4-24. Deduction Reduced Scope of Work Completed for MID Delivery Structure		$ (2,000.00)	
	4-25. Deduct 2 EA of Bid Item 56 Firy Hydrant Assembly @ $6,700.00		$ (13,400.00)	
	4-26. Deduct 29.58 TN of Bid Item 62 Misc. AC Paving @ $105.00	1/12/16	$ (3,105.90)	
	4-27. Deduct Bid Item 63 Street Barricade 96 LF @ $48.00		$ (4,608.00)	
	4-28. Deduct Bid Item 64 Survey Monuments 4 ea @ $800.00		$ (3,200.00)	
	4-29 Deduct Bid Item 67 Conc. Driveway Approach 300 SF @ $6.00		$ (1,800.00)	
	4-30. Deduct 1 EA of Bid Item 78 Rule 20B POS & Meter Panel		$ (16,500.00)	
	4-31. Traffic Signal Pole w/ LED 167 Watt Street Light & Concrete Pad		$ (5,400.00)	
	4-32. Deduct 1 ea of Bid Item 23B Pad Box 2-wire SFMR @ $1,150.00		$ (1,150.00)	

Change Order	4-33. Deduct Bid Item 24B 3" 90 Deg. Bend 6 ea @ $16.00			$ (96.00)	
	4-34. Deduct Bid Item 25B 36" radius bend 4" 4 ea @ $29.00			$ (116.00)	
	4-35. Deduct Bid Item 26B 3" Bell 6 ea @ $4.00			$ (24.00)	
	4-36. Deduct Bid Item 27B 4" Bell 5 ea @ $6.00			$ (30.00)	
	4-37. Deduct Bid Item 28B 3" Plug 6 ea @ $3.00			$ (18.00)	
	4-38. Deduct Bid Item 29B 4" Plug 5 ea @ $3.00		1/12/16	$ (15.00)	
	4-39. Deduct Bid Item 31B 4" 90 Deg Bend 1 ea @ $32.00			$ (32.00)	
	4-40. Deduct 1 ea of Bid Item 32B Transformer Conc. Pad @ $1,150.00			$ (1,150.00)	
	4-41. Deduct Bid Item 41B Installation of C2 Cable Box 8 ea @ $245.00			$ (1,960.00)	
	4-42. Deduct Bid Item 43B Temp. Trench Plating 200 LF @ $8.00			$ (1,600.00)	
		Total Cost of CCO #4 Creditive Amount>>>		**$ (73,631.80)**	**105 Cal Days**
5	5-1. Mobilization & Bond		6/10/16	$ 3,550.00	
	5-2. Traffic Control			$ 1,100.00	
	5-3. Remove Existing Striping			$ 4,079.00	
	5-4. Slurry Removed Stripes			$ 2,031.20	
	5-5. Restriping Per Plan			$ 2,108.00	
	5-6. Sawcut and Remove AC Shoulder			$ 6,000.00	
	5-7. 6" AC Paving (Type B)			$ 9,030.00	
	5-8. Roadway Signs and Posts			$ 1,158.00	
		Total Cost of CCO #5 >>>		**$ 29,056.20**	**0 Cal. Days**

SUMMARY:

CHANGES IN CONTRACT AMOUNT		
Original Contract Amount	$3,309,636.00	
Change Order Additive	$397,774.48	
Balancing CCO #20 (Deductive/ Credit)	**($76,221.80)**	
Revised Schedule A (Roadway) Amount due to CCO	**$3,631,188.68**	
CHANGES IN CONTRACT TIME		
Original Contract Time	150 Calendar days	
Change to Contract Time Additive due to CCO #1, 2 & 4	166 Calendar days	
Change to Contract Time (Deductive)	0 Calendar days	
Revised Contract Time	266 Calendar days	
Original Contract Expiration Date	May 22, 2015	
Revised Contract Expiration Date	November 20, 2015	

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is **City of Madera**
3. The full address of the undersigned is **205 West 4th Street; Madera, CA 93637**
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on **JUNE 15, 2016**
7. The name of the original contractor, if any, for such work of improvement was **AVISON CONSTRUCTION, INC.**
   (If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

THE SOUTH PINE STREET & WEST PECAN AVENUE IMPROVEMENTS PROJECT CITY OF MADERA PROJECT NO. ST 14-05

10. The street address of said property is Madera **City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

10. Continued .....

THE SOUTH PINE STREET & WEST PECAN AVENUE IMPROVEMENTS PROJECT CITY OF MADERA PROJECT NO. ST 14-05

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

State of California
County of Madera

The 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.

_____
Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this 15th day of June, 2016, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Date

_____
Sonia Alvarez, City Clerk

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 15, 2016
Agenda Item Number B-8

SUBJECT: MINUTE ORDER – ACCEPTING THE KNOX PARK REHABILITATION CITY OF MADERA PROJECT NO. PK 59 AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION

RECOMMENDATION:

1. That the City Council approve Minute Order approving:
   a. Acceptance of the Knox Park Rehabilitation City of Madera Project No. PK 59.

   b. The recording of the Notice of Completion.

2. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

The City Council, at their March 2, 2016 meeting, awarded a contract to Witbro, Inc., dba Seal Rite Paving & Grading for the construction of Knox Park Rehabilitation City of Madera Project No. PK 59. The Contractor has substantially completed the project in accordance with the plans and specifications. It is staff's recommendation that the City Council accept the project.

The Parks and Community Services Department has received a Housing Related Parks Program (HRPP) Grant from the State of California, Department of Housing and Community Development Agency to fund the project. The grant requires that the City submit a final reimbursement request to the State for the total project costs by June 30, 2016.

SITUATION:

A final project inspection was held and Parks and Community Services and Engineering Department have accepted the project as substantially complete with several remaining items to be completed. The remaining items to be completed include an electrical panel and required electrical connections, planting of turf and a shade structure. The contractor has not been able to complete the installation of the remaining items in a timely manner due to the delayed delivery of the items.

It is expected the items will be delivered and installed within the next 10 to 15 days. Payment to the contractor for the items will be made upon completion and acceptance of the installations.

The final progress payment including change orders will be processed and the retention of 5% will be duly released as required for completion of the project.

The original contract amount was $247,965.06. A contract change order (CCO) in the amount of $22,463.06 was processed for balancing of project quantities, adjustments to installations and for modifications to the Knox and A Street entrances. The contract change order increased the contract amount $270,428.12, an increase of approximately 9.00%.

The construction project was completed within the contract time and budgeted amount. The Parks and Community Services Department intends to host a ribbon cutting event at such time as all the final elements are completed.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Action 121.8: Promote and encourage walking in the City of Madera.

Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 404: Promote increased community wellness.

Strategy 411: Enhance and expand recreational activities available to Maderans.

FINANCIAL IMPACT:

The City of Madera Parks and Community Services Department has received a Housing Related Parks Program Grant from the State of California Department of Housing and Community Development that is providing the funding for the project in the amount of $285,160.

Construction of the project will not have a financial impact on the City's General Fund.

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE $ -0-

NOTICE OF COMPLETION

Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is **City of Madera**
3. The full address of the undersigned is **205 West 4th Street; Madera, CA 93637**
4. The nature of the title of the undersigned is: In fee **Public Improvements**
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on **JUNE 15, 2016**
7. The name of the original contractor, if any, for such work of improvement was **Witbro, Inc. dba Seal Rite Paving and Grading**
   (If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of **Madera** County of **Madera**, State of California, and is described as follows:

KNOX PARK REHABILITATION CITY OF MADERA PROJECT NO. PK 59 AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION

10. The street address of said property is Madera **City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

10. Continued .....

KNOX PARK REHABILITATION CITY OF MADERA PROJECT NO. PK 59 AND AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

Signature of Officer: _____

State of California
County of Madera

The 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.

_____
Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this th day of June, 2016, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Date

_____
Sonia Alvarez, City Clerk

Return to Agenda

PUBLIC WORKS DEPARTMENT REPORT TO CITY COUNCIL

MEETING DATE: June 15, 2016

AGENDA ITEM NUMBER: B-9

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution to Approve a Two Year Memorandum of Understanding Between the City and Madera County for Juvenile Offenders to Perform Community Service within City Limits and Authorize the Mayor to Sign the Memorandum of Understanding.

RECOMMENDATION:

It is recommended that the Council approve a resolution approving a two year Memorandum of Understanding between the City and Madera County for juvenile offenders to perform community service within City limits and authorize the Mayor to sign the Memorandum of understanding on behalf of the City.

SUMMARY:

There is an existing Memorandum of Understanding (MOU) between the City and Madera County for juvenile offenders to perform community service within City limits designed to provide beautification projects within City limits. The current MOU is about to expire. It is time to re-new a two year MOU from July 1, 2016 through June 30, 2018.

DISCUSSION:

The two year MOU between the City and Madera County is about to expire as of June 30, 2016. The program provides a steady stream of juvenile offenders from Madera County to the City Public Works Department for community service. In a typical year, the City Public Works Department will receive over 100 referrals for community service for enrollment.

Enrollment consists of an interview between staff of Public Works with the parent/guardian and the juvenile offender. The community service program is explained, expectations to complete the program are discussed, forms of enrollment are completed which consists of a Contract, Juvenile Medical Release Form, Waiver of Liability Form, and Work Schedule. Copies of all forms and work schedule are made and given to the person being enrolled. A copy of all the forms are scanned and sent to each referring Juvenile Services Division staff member.

After enrollment, weekly or daily tracking of time each referrals time is given to Public Works staff to track movement through the program. At the end of each referrals assigned hours of public service, a certificate of completion is produced and sent to the referring Juvenile Services Division staff member.

Those referrals that do not complete the program are terminated based upon the conditions of their Contract. When termination is the course of action, notification of termination are sent to the referring Juvenile Services Division staff member.

Other than removing homeless camps, the wards also provide the labor for unloading and storing tires at Amnesty Tire events that takes place two times per year.

Typical costs to operate this program comes from the salaries and benefits of City Streets Department staff for supervision of the wards, transportation of the wards to the cleanup sites, provision of tools used for cleanup, and administrative cost of Solid Waste staff to enroll the wards, track their progress through the program, their time in interacting with juvenile Offenders staff, and filing documents of termination or completion from the program. The annual estimated costs to provide the program is $105,435.00 per year.

FINANCIAL IMPACT:

The funds to support this program are found within the Public Works fund.

MADERA VISION 2025:

If adopted by Council, the resolution is consistent with the Madera Vision Plan, specifically Action 406: Community Safety: Reduce the incidence of domestic violence within the community including: child abuse; spousal abuse; crimes against youth and the elderly; and crimes committed by youth.

RESOLUTION NO. 16 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPROVAL OF A TWO YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND MADERA COUNTY FOR JUVENILE OFFENDERS TO PERFORM COMMUNITY SERVICE WITHIN CITY LIMITS AND AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the City and Madera County have a two year Memorandum of Understanding, (MOU) for juvenile offenders to perform community services within City limits ; and

WHEREAS, the current two year MOU expires on June 30, 2016; and

WHEREAS, the City and Madera County wishes to enter into a new two year MOU from July 1, 2016 through June 30, 2018 for the purposes of providing juvenile offenders a means to perform community service.

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 MOU for Community Service by Juveniles on Probation with the County of Madera, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to execute the MOU on behalf of the City.
4. This resolution is effective immediately upon adoption.

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MADERA COUNTY CONTRACT NO._____
(Memorandum of Understanding with City of Madera –
Community Service by Juveniles on Probation)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2016, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter "COUNTY"), and the CITY OF MADERA, a California municipal corporation (hereinafter "CITY").

RECITALS

A. COUNTY, through its Probation Department, is responsible for the supervision of juvenile offenders who have been found to be delinquent ("WARDS').

B. The Superior Court frequently orders WARDS, as part of their probation, to perform community service.

C. CITY, through its Department of Public Works (DPW), is seeking to maintain or improve properties throughout the City of Madera by such activities as garbage cleanup and graffiti removal.

D. COUNTY consents to having WARDS work on DPW projects to provide meaningful community service and to foster a sense of community pride, attachment to the community, and restorative justice for the victims of crime.

AGREEMENT

1. **CITY'S RESPONSIBILITIES AND POWERS**. CITY, through DPW, shall locate and make available locations in the City of Madera for use by COUNTY Probation Department for community service to be performed by WARDS.

1.01 Community service projects will include, but not be limited to, graffiti removal from private and public property; the tire-amnesty waste tire collection

program; cleanup of alleys, parks, and sidewalks, and the Fresno River stream bottom; and city beautification projects.

1.02 WARDS will not use toxic chemicals in graffiti removal and will not use power/motorized tools and equipment.

1.03 Project teams will generally consist of three team lead workers and six to seven WARDS for each project outing. The ratio of lead workers or supervisors to WARDS shall not exceed more than seven WARDS per lead worker or supervisor. Lead workers shall carry radios for use in case of emergency.

1.04 CITY, through the DPW, shall provide orientation for WARDS on safety and proper use of tools, and shall provide all tools and protective gear.

1.05 WARDS will be transported in CITY vehicles to project sites.

1.06 Work will be performed from Monday through Friday. Some projects may be performed on Saturdays.

1.07 Working hours may be adjusted to accommodate the school schedules of WARDS.

1.08 No WARD shall be required to work more than eight (8) hours per day. All WARDS shall be given appropriate meal breaks and water breaks.

1.09 WARDS shall not be charged for participation in the program.

1.10 CITY will report to COUNTY Probation Department if WARDS cause disciplinary problems or fail to appear for work.

1.11 CITY may terminate a WARD from the program at any time for failure to comply with the reasonable directives of CITY staff or for any disruption of worksite activities.

1.12 CITY shall provide COUNTY with such liability waiver forms as CITY deems necessary and appropriate for execution by the parent(s) or legal guardian(s) of WARDS.

2. **COUNTY'S RESPONSIBILITIES**.

2.01 COUNTY will prepare community service referral and service logs and submit the same to CITY.

2.02 COUNTY will provide the parent(s) or legal guardian(s) of WARDS with CITY liability waiver forms to be executed. COUNTY will obtain emergency-contact information from WARDS and shall submit that information to CITY with the referrals and executed liability waivers. WARDS are not eligible to participate in the community service activities described herein unless emergency contact information and executed liability waiver forms are received on behalf of each participating WARD.

2.03 COUNTY will not be responsible for transporting WARDS to or from project sites.

2.04 COUNTY will not be required to have Probation Department officers present to supervise WARDS at the project sites.

3. **AREA OF WORK**. The community services provided by WARDS shall be entirely within the CITY limits.

4. **TERM**. This Agreement shall begin on July 1, 2016, and shall continue to June 30, 2018, unless terminated by either party upon the giving of sixty (60) days advance written notice, and if not terminated, this Agreement shall automatically be renewed for successive one year periods until terminated and subject to all the terms set forth herein.

5. **COMPENSATION**. No compensation shall be paid by either COUNTY or CITY under this Agreement.

6. **ASSIGNMENT/SUBCONTRACTING**. Unless otherwise provided in this Agreement, no part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party.

7. **INDEMNIFICATION**. CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, which any third party or entity asserts to have arisen out of the acts or omissions of CITY or its agents, officers, employees or volunteers under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement. COUNTY shall hold harmless, defend and indemnify CITY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, which any third party or entity asserts to have arisen out of the acts or omissions of COUNTY or its agents, officers, employees or volunteers under this Agreement.

B. **LIABILITY INSURANCE**. CITY shall maintain, at its own expense throughout the term of this Agreement, Commercial General Liability insurance with combined single-limit coverage of not less than One Million Dollars

($1,000,000.00) or the equivalent of self-insurance, covering its acts or omissions pursuant to this Agreement and the indemnity provisions of this Agreement. COUNTY and its officers, employees and agents shall be listed as additional insureds. CITY will provide COUNTY with evidence of such insurance coverage following execution of this Agreement.

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

10. **FURTHER ASSURANCES**. Each party agrees to execute any additional documents and to perform any further acts that may be reasonably required to affect the purposes of this Agreement.

11. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue for all disputes arising under this Agreement shall be in the Madera County Superior Court.

12. **NOTICE**. Written notice, whenever required by this Agreement, shall be effective either upon personal service or deposit in the mail, postage prepaid, addressed to the following:

COUNTY

Madera County
Probation Department
Juvenile Services Division
28261 Avenue 14
Madera, CA 93638

With copy to

Rhonda Cargill, Chief Clerk
Madera County Board of Supervisors
200 West 4th Street
Madera, CA 93637

CITY

Sonia Alvarez, City Clerk
City of Madera
205 West 4th Street
Madera, CA 93637

With copy to

Department of Public Works
City of Madera
1030 S. Gateway Drive
Madera, CA 93637

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

COUNTY OF MADERA	CITY OF MADERA
Chairman, Board of Supervisors	Mayor
ATTEST:	ATTEST:
Clerk, Board of Supervisors	City Clerk
Approved as to Legal Form: COUNTY COUNSEL	Approved as to Legal Form: CITY ATTORNEY
By: _____ Regina A. Garza, County Counsel	By: _____

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REPORT TO CITY COUNCIL

Council Meeting of June 15, 2016

Agenda Item Number B-10

Approved by:

Department Director

City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Albert Ramirez

RECOMMENDATION

It is recommended Council reject the claim filed by Albert Ramirez. The City will send a rejection notice to Mr. Ramirez.

HISTORY

A claim was filed on May 5, 2016. The claimant is alleging that an orange road work sign in the center median island of 4th and "G" Streets flew into his vehicle causing damage. Mr. Ramirez was seeking $2,390.69 in damages for vehicle repairs or alternately $250 for his vehicle insurance deductible. The claim was filed timely and sufficiently.

SITUATION

Mr. Ramirez alleges that on April 23, 2016, he was driving past 4th and "G" Streets and the orange road work sign flew into his vehicle causing damage.

Suzanne Johnson, AIMS, investigated the claim. She attempted to reach the claimant by telephone. However, she did not receive a return phone call. She then mailed the claimant a contact letter but did not receive a response.

Ms. Johnson checked the weather history for the date of loss online. The wind speed was 8 miles per hour northwest. The maximum wind speed for the day was 16 miles per hour and the maximum gust speed was 22 miles per hour. Therefore, the wind conditions were significant from approximately 9:00 a.m. to 10:00 p.m.

Ms. Johnson spoke with the City's Public Works Operations Director, Dave Randall. Mr. Randall confirmed that the City was not involved in the median island project. Ms. Johnson also spoke with Jennifer Stickman, Administrative

Assistant in the City's Engineering Department. Ms. Stickman confirmed the City used a contractor, Clean Cut Landscape, to install drought tolerant landscape in the median island and the orange road work sign belonged to them. Clean Cut Landscape provided the City with a Certificate of Insurance that listed the City as Additional Insured for the project.

Ms. Johnson concluded there was no evidence of negligence on the part of the City because the City was not doing the work on the drought tolerant project at the loss location at the time of the incident. Additionally, Clean Cut Landscape provided a Certificate of Insurance listing the City as Additional Insured under their liability insurance policy. Furthermore, the incident appeared to have been a result of heavy winds and was due to an act of nature that was out of anyone's control. For these reasons, the City should have no liability for the subject claim.

Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

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.

ATTN: JERRY MARTINEZ

RECEIVED
City of Madera City Clerk
By: DAlvarez
Date: 5/5/16

CITY OF MADERA

CLAIM FORM

(Please Type Or Print)

CLAIM AGAINST CITY OF MADERA (Name of Entity)

Claimant's name: ALBERT RAMIREZ Telephone Number [redacted]

SS#: _____ DOB: [redacted] Gender: Male Female

Claimant's address: [redacted]

Address where notices about claim are to be sent, if different from above: SAME AS ABOVE

Date of incident/accident: 4/23/16 1:46 PM

Date injuries, damages, or losses were discovered: _____

Location of incident/accident: 4TH ST / G ST (PARKING LOT)

What did entity or employee do to cause this loss, damage, or injury? THE DAMAGE: ROAD WORK AHEAD SIGN THAT WERE ALONG THE (MEDIAN ON 4TH ST) FELL INTO

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? _____

SAME AS ABOVE

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of $10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] $2,390.69

OR JUST THE ($250 DEDUCTABLE)

How was this amount calculated (please itemize)? GOT (2) DIFFERENT ESTIMATES FROM BODY SHOPS

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 4/27/16 Signature: [signature]

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

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REPORT TO CITY COUNCIL

Council Meeting of June 15, 2016

Agenda Item Number B-11

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Operating Engineers Local Union No. 3 (OE3) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and OE3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2016. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. OE3 has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2016-17.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at $113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND OPERATING ENGINEERS LOCAL UNION NO. 3 RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR 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, City staff and Madera Operating Engineers Local Union No. 3 (OE3) representatives entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit and reached agreement on the City's contribution toward health premiums for the 2016-17 fiscal year; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and Operating Engineers Local Union No. 3 is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

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

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND
OPERATING ENGINEERS LOCAL UNION NO. 3

The parties have conferred, and do hereby agree that Article 26 – Health and Welfare of the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended to read as follows:

Article 26 – Health and Welfare

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. Employees who waive coverage will receive $300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

The cost above the monthly benefit dollars noted above will be solely borne by the employees.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of $15,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2017.

Fred Klingel, OE3 Representative

6-2-16
Date

David R. Tooley, City Administrator

Date

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REPORT TO CITY COUNCIL

Council Meeting of June 15, 2016

Agenda Item Number B-12

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2016. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. MM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2016-17.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at $113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR 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, City staff and the Mid-Management Employee Group (MM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Mid-Management Employee Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

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SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP

The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to read as follows:

Article 18 - Insurance Benefits

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. Employees who waive coverage will receive $300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of $15,000 for which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2017.

Rebecca McCurdy
Mid Management Representative

David R. Tooley,
City Administrator

5-31-16
Date

Date

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 15, 2016

Agenda Item Number B-13

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Law Enforcement Mid-Management Group (LEMM) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and LEMM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2016. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. LEMM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2016-17.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at $113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID-MANAGEMENT GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR 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, City staff and the Law Enforcement Mid-Management Group (LEMM) representatives entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Law Enforcement Mid-Management Group is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

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SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
LAW ENFORCEMENT MID-MANAGEMENT GROUP

The parties have conferred, and do hereby agree that Article 17 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Law Enforcement Mid-Management Group is amended to read as follows:

ARTICLE 17 – INSURANCE BENEFITS

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive $300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2017.

Dino Lawson, LEMM

5-31-16
Date

David R. Tooley, City Administrator

Date

Return to Agenda

REPORT TO CITY COUNCIL

Council Meeting of June 15, 2016

Agenda Item Number B-14

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Madera Police Officers' Association Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement

RECOMMENDATION

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Madera Police Officers' Association (MPOA) and authorizing the City Administrator to execute the agreement.

HISTORY

The City and MPOA entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2016. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. MPOA has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2016-17.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at $113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Labor relations are not specifically 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MADERA POLICE OFFICERS' ASSOCIATION RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR 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, City staff and the Madera Police Officers' Association (MPOA) representatives entered into a Memorandum of Understanding (MOU) effective August 5, 2015 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City of Madera has met and conferred in good faith with the bargaining unit; and

WHEREAS, a side letter agreement has been prepared that modifies the appropriate article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The Side Letter Agreement between the City and the Madera Police Officers' Association is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.

2. The City Administrator is authorized to execute the Agreement on behalf of the City.

3. This resolution is effective immediately upon adoption.

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

SIDE LETTER AGREEMENT
BETWEEN THE CITY OF MADERA
AND THE
MADERA POLICE OFFICERS' ASSOCIATION

The parties have conferred, and do hereby agree that Article 24 – Health Insurance of the Memorandum of Understanding between the City of Madera and the Madera Police Officers' Association is amended to read as follows:

Article 24 - Health Insurance

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such waiver of coverage does not increase the premium charged by the carriers.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

The City reserves the right to determine health plan carriers and will seek input from the bargaining units regarding the plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However the Association agrees that the City may change the plan design when such action can be taken for the benefit of all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

The City provides term life insurance for employees in the Group in the amount of $25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of $5,000 and Long Term Disability Insurance, which provides salary replacement benefits

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2017.

Dan Foss, MPOA President

6-14-16
Date

David R. Tooley, City Administrator

Date

Barry Bennett, MPOA Legal Counsel

Date

Return to Agenda

Report to City Council

Council Meeting of June 15, 2016
Agenda Item Number B-15

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, 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

RECOMMENDATION

Staff recommends Council adopt the resolution amending employment agreements with City management and department head staff setting the monthly health benefit allowance and authorizing the Mayor to execute the amendments with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and authorizing the City Administrator to sign all other amendments.

HISTORY

City management and department head employees have individual employment agreements that outline their respective terms and conditions of employment, including the City's contribution toward health insurance.

SITUATION

The City has approved health providers for its medical, dental and vision plans effective July 1, 2016. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. Amendments to employment agreements for management and department head employees have been prepared which capture this contribution change.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at

$113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Health and welfare 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.

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, 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

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

WHEREAS, an Amendment relative to monthly health benefit dollars has been prepared for the following At Will Employment Agreements:

- City Administrator
- City Clerk
- City Attorney
- Executive Director of the Successor Agency to the Former Madera Redevelopment Agency
- Planning Manager
- Grant Administrator
- Director of Community Development
- Public Works Operations Director
- 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 Amendments to 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 further particulars, are hereby approved.

3. The Mayor is authorized to execute the Amendments with the City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency.

4. The City Administrator is authorized to execute the Amendments with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, 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.

5. This resolution is effective immediately upon adoption.

* *

FIRST AMENDMENT TO THE
CITY ADMINISTRATOR
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David R. Tooley, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as City Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
David R. Tooley

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
CITY CLERK
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CITY CLERK AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Sonia Alvarez, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as City Clerk ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By: Sonia Alvarez
Sonia Alvarez

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Zelda Leon, Deputy City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Joel Brent Richardson, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as City Attorney of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Joel Brent Richardson

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

SECOND AMENDMENT TO THE EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended October 21, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and James E. Taubert, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, and amended October 21, 2015, to contract with Employee to serve as Executive Director of the Successor Agency to the Former Madera Redevelopment Agency of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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.

In lieu of medical benefits, Employer shall pay an amount equal to $1,970.04 per month effective July 1, 2015 into the deferred compensation plan on Employee's behalf. This is equal to the City contribution towards family health coverage received by other management employees.

Employee may opt to enroll in the City's medical benefits at his discretion. Such enrollment will be effective the first of the month following 30 days written notice of the desire to enroll presented to the City's Human Resources Department. Upon the effective date of medical benefit enrollment, the above in lieu payments to the deferred compensation plan will cease and 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. That contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By: James E Taubert 6-9-16
James E. Taubert

CITY OF MADERA

By:_____
Robert L. Poythress, Mayor

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Christopher Boyle, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Planning Manager of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Christopher Boyle

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated April 20, 2016, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Evelyn Ivette Iraheta, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated April 20, 2016, to contract with Employee to serve as Grant Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Evelyn Ivette Iraheta

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
DIRECTOR OF COMMUNITY DEVELOPMENT
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled DIRECTOR OF COMMUNITY DEVELOPMENT AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Merchen, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Director of Community Development of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
David Merchen

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
PUBLIC WORKS OPERATIONS DIRECTOR
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled PUBLIC WORKS OPERATIONS DIRECTOR AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Randall, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Public Works Operations Director of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
David Randall

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
CITY ENGINEER
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Keith Helmuth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as City Engineer of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

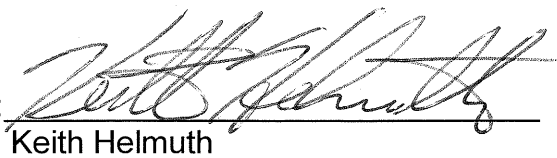
Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By: 
Keith Helmuth

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
DIRECTOR OF PARKS & COMMUNITY SERVICES
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled DIRECTOR OF PARKS & COMMUNITY SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mary Anne Seay, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Director of Parks & Community Services ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Mary Anne Seay

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
CHIEF OF POLICE
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steve Frazier, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Chief of Police ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Steve Frazier

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
CHIEF BUILDING OFFICIAL
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steven Woodworth, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Chief Building Official ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By: Steven Woodworth
Steven Woodworth

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
INFORMATION SERVICES MANAGER
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled INFORMATION SERVICES MANAGER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Theodore Uyesaka, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Information Services Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Theodore Uyesaka

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
DIRECTOR OF FINANCIAL SERVICES
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled DIRECTOR OF FINANCIAL SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Tim Przybyla, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Financial Services Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By:_____
Tim Przybyla

CITY OF MADERA

By:_____
David R. Tooley, City Administrator

ATTEST

By:_____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By:_____
Brent Richardson, City Attorney

FIRST AMENDMENT TO THE
DIRECTOR OF HUMAN RESOURCES
AT-WILL EMPLOYMENT AGREEMENT

This Amendment, entered into on the 15th day of June, 2016, amends the previous agreement entitled DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015, by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Wendy Silva, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH:

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, to contract with Employee to serve as Director of Human Resources ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

C. 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. Effective July 1, 2015, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$743.25
EE+1	$1352.05
EE+Family	$1970.04

Effective July 1, 2016, that contribution will be as follows:

Enrollment Level	Monthly Allowance
Waiver of Coverage	$300.00
EE Only	$790.66
EE+1	$1,441.84
EE+Family	$2,040.84

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

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

By: _____
Wendy Silva

CITY OF MADERA

By: _____
David R. Tooley, City Administrator

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM

By: _____
Brent Richardson, City Attorney

Return to Agenda

Report to City Council

Council Meeting of June 15, 2016
Agenda Item Number B-16

Approved by:

Department Director

City Administrator

Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera

RECOMMENDATION

Staff recommends Council adopt the resolution setting the monthly health benefit allowance for the City Council.

HISTORY

The City Council has historically received the same contributions toward health insurance as management employees and these contributions for Council are set by resolution.

SITUATION

The City has selected medical, dental and vision carriers for the 2016-17 plan year. Additionally, the City has proposed contribution amounts towards health insurance for all employees eligible for health insurance that are equivalent to the full premium for medical, dental and vision insurance.

FISCAL IMPACT

City-wide, the change in the City's contribution from the 2015-16 to the 2016-17 fiscal year represents an additional expense to the general fund estimated at $113,000 for the year. This amount is estimated based on current enrollment. The City's decision to change the primary health provider from Blue Shield to United Healthcare represented a reduction in the renewal premiums by approximately $200,000 to the general fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Health and welfare 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE
FOR THE CITY COUNCIL

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

WHEREAS, consistent with past practice, the monthly health benefit allowance received by members of the City Council is consistent with the monthly health benefit allowance received by management employees.

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

1. Effective July 1, 2016, the monthly health benefit dollars received by City Council members will be:

Coverage	Monthly Benefit Dollars
Waiver of Coverage	$300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

2. This resolution is effective immediately upon adoption.

* *

Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 15, 2016

AGENDA ITEM NUMBER B-17

APPROVED BY

Steve Fronjer
DEPARTMENT DIRECTOR

CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH LEGACY K9 INC FOR CANINE TRAINING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

RECOMMENDATION

Staff recommends that Council adopt the attached resolution approving an agreement with Legacy Canine for Canine Training Services.

SUMMARY

In April 2013 the Council approved an agreement with Heritage K9 for canine maintenance training. The owners of Heritage K9 dissolved their partnership and as a result of that action Heritage K9 ceased to exist and reformed under the name Legacy K9. This resolution and agreement will amend this name change under a new agreement. The costs and training parameters found in the 2013 agreement remain the same. The following was included in the 2013 report for clarification on the importance of our maintenance training.

"Ongoing training for the canine and canine handler is required to maintain minimum proficiency standards established by POST. These standards help ensure that the canine is efficiently and appropriately utilized for specified law enforcement activities, including suspect search and apprehension in field, vehicle and building environments, officer protection, and explosive substance detection. Staff has identified a company in Fresno, Heritage K9 LLC, which has the requisite resources to provide maintenance training that meets POST standards. The staff at Heritage includes former law enforcement handlers who have extensive experience with procuring, training and handling patrol canines. Heritage will provide a more responsive training resource for the Department's ongoing canine maintenance, particularly when problem areas are noted by the handler or supervisors."

FISCAL IMPACT

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 115 – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH LEGACY K9 INC FOR CANINE TRAINING AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

WHEREAS, the Madera Police Department has canines and canine handlers that require continued training and certification to remain compliant with Police Officer Standards and Training (POST) requirements; and

WHEREAS, the Madera Police Department has identified a company, Legacy K9 Inc, to provide canine and canine handler training at a cost of three thousand six hundred, $3,600, per team per year; and

WHEREAS, the Madera Police Department has already budgeted for canine training within the current fiscal year and therefore no new appropriation is necessary.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby find, resolve, and order:

1. The above recitals are true and correct.
2. The agreement with Legacy K9, Inc, for canine officer and canine training, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to sign the agreement with Legacy K9, Inc.
4. This resolution shall be effective immediately upon adoption.

AGREEMENT FOR CANINE OFFICER
AND CANINE TRAINING

THIS AGREEMENT, made this _____day of _____, 2016, by and between the CITY OF MADERA, hereinafter referred to as "City", and Legacy K9 Inc, herein after referred to as "Provider".
RECITALS:

A. The City currently utilizes police canine(s) to provide patrol, and controlled substance and explosive detection services in connection with the City's Police Department Canine Program. The City employs officer(s) as a canine handler(s) in connection with the services provided by the canine. The canine program requires training for each canine and handler team sufficient to meet California POST canine standards (hereinafter referred to as the "Services").

B. The City desires that these Services, as specified herein, be provided by a contracted Provider.

C. The City requires the Provider to have the necessary experience and qualifications to provide the Services, and maintain the qualifications of both the canine and handler to meet California POST canine standards.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between City and Provider as follows:

1.0. Services. City hereby engages the Provider to perform the training services herein set forth at the compensation and upon the terms and conditions herein expressed. Provider hereby agrees to perform such Services for said compensation, and upon said terms and conditions City hereby authorizes Provider to commence work immediately upon execution of this Agreement.

2.0. Obligations, duties and responsibilities of Provider. It shall be the duty, obligation and responsibility of Provider, in a skilled and professional manner, to perform all work, furnish all material and labor costs, and supply City the Services as listed in Exhibit A attached hereto and incorporated herein as though fully set forth, all in accordance with Exhibit A: Scope of Work for a determined fee as specified in said scope of work and as described below.

3.0. Provider's performance and completion schedule. Provider is authorized to commence work immediately upon receipt of a fully executed copy of this Agreement. The work to be performed by Provider as specified within this Agreement shall continue to and through June 15, 2017, and shall automatically renew for one year terms thereafter until termination of this Agreement as provided in Paragraph 12 hereof. The work to be performed by Provider shall consist of performing the work as described in the attached Scope of Work (Exhibit A).

4.0. Obey all laws. In performing the Services pursuant to this Agreement, Provider shall comply with all federal, state and local laws and regulations to legally perform the work required under this Agreement. Provider shall obey all federal, state and local laws in completion of this Agreement.

5.0. Provider's fees and compensation. City agrees to pay to Provider, and Provider agrees to accept and receive as payment in full the fees as described in Exhibit A for any and all work, services, supplies, materials and equipment furnished by Provider as required to provide the Services pertaining to this Agreement.

6.0. Monthly Progress Billings. Provider shall furnish City with itemized monthly progress billings for provision of the Services, and such monthly payments shall be due and payable by City within thirty (30) days after presentation of approved invoices to City.

7.0. Independent contractor. In furnishing the Services pertaining to this Agreement Provider is acting as an independent contractor and not as an employee of City.

8.0. Indemnification. Provider agrees to indemnify and defend City, and hold it, its Council, boards, commissions, officers, volunteers, employees and agents free and harmless from and against any and all claims, lawsuits, judgments, costs, expenses and attorney's fees on account of injury to persons or damage to property arising out of or resulting from providing the Services contemplated in this Agreement, including, but not limited to, negligence or willful misconduct of Provider and its officers and employees.

9.0. Insurance. Provider shall maintain insurance as described in Addendum 1: Insurance Requirements.

10.0. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be the County of Madera.

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

12.0. Termination. This Agreement may be terminated by mutual agreement, or it may be terminated by either party upon tendering thirty (30) days written notice of intent to terminate the Agreement. Such notice shall be sent to City at: City of Madera Police Department, c/o Chief of Police, 330 South C Street, Madera, CA 93638, or to Provider at: Legacy K9, Inc., 156 S. Minnewawa, Fresno, CA 93727. In the event of such termination, Provider shall be paid for Services rendered to date of termination not to exceed the amount referenced in Paragraph 5.0 hereof.

13.0. Assignment. Neither City nor Provider will assign its interest in this Agreement without the written consent of the other party.

14.0. Notices. All notices and communications from City shall be to the party listed in Paragraph 12.0 of this Agreement. Verbal communications shall be confirmed in writing, or by email to legacyk9inc@gmail.com. All written notices shall be provided and addressed as provided herein.

15.0. Complete agreement of parties. This Agreement, including attachments incorporated herein by reference, represents the full and complete understanding of the Services pertaining to this Agreement. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant that is part of this Agreement. This Agreement may be renewed at the completion of the term specified in Paragraph 3.0 on consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MADERA

_____
Robert L. Poythress, Mayor

Attest

_____
Sonia Alvarez, City Clerk

LEGACY K9, Inc.

By: _____

Title: _____

Approved as to form

_____
Brent Richardson, City Attorney

EXHIBIT A
Scope of Work
Canine and Handler Training Services

The training services and payment to be made therefore shall be as provided for in this Scope of Work.

1. Legacy K9 will provide maintenance training for detection patrol canine and handler teams for a total cost of $3,600.00 (three thousand six hundred dollars) per team per year. Payment for such services shall be made on a monthly basis of $300.00 for each month per team, in arrears, in which training occurs for a total not to exceed $3,600.00 per team per year.

2. Training will occur two times per month on a regular schedule to be determined by the trainer and handler, and at locations agreed to by Legacy K9 and the City of Madera Police Department. Training sessions shall be eight hours in length and incorporate regular breaks for the canine, handler and trainer. The training may be conducted in conjunction with other law enforcement agencies.

3. Maintenance training shall include, but not be limited to, obedience, agility, officer protection, suspect search (field, building and vehicle) and apprehension, and detection of explosive substances, materials and elements. The training provided shall maintain the canine and handler to POST standards.

4. In the event that problem areas are observed and the canine is unable to meet POST standards, additional sessions may be arranged at Legacy K9's. standard rate of $17.00 per hour.

5. The City of Madera Police Department shall be responsible for providing explosive training aids, and be responsible for all storage and transportation of such aids.

ADDENDUM 1
Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at lease as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease.
- $1,000,000 Errors & Omissions Liability appropriate to the consultant's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

Other Insurance Provisions

The general liability policy and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant; and with respect to liability arising out of work or operations performed by or on behalf of the consultant.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the Consultant, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Consultant shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity 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.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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PUBLIC WORKS DEPARTMENT
REPORT TO CITY COUNCIL

MEETING DATE: June 15, 2016

AGENDA ITEM NUMBER: B-18

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT:
Consideration of a Resolution Approving a Temporary Permit to Enter and Use Property on Tozer Road North of the Madera Canal to Pacific Gas & Electric and Authorizing the Mayor to Sign the Permit

RECOMMENDATION:
It is recommended that the Council consider the proposed resolution approving a permit to allow Pacific Gas and Electric the temporary use of City property on Tozer road and authorizing the Mayor to sign the permit.

SUMMARY/DISCUSION:
PG&E crews are preparing to mobilize for testing of the existing natural gas pipeline located in Tozer Road (Road 28), Madera. PG&E would like to rent a 5,000 square foot area of City property, as shown on the attached Exhibit Map for Staging and Laydown.

PG& E will compensate the City $2,500 ($500/month) for use of the land. If the project extends beyond December 5th additional payments will be made based on the $500 month rate.

This is a fifty foot wide 100 foot long area at the edge of the Tozer and will have no impact on the City. The City is held harmless and a certificate of liabilty insurance will be provided through PG&E's self insurance program. The site will be returned to its origin condition at the end of the project.

FINANCIAL IMPACT:
The agreement will net the City's General Fund $2,500. There will be no expenses incurred by the City.

MADERA VISION 2025:
The proposed action is not specifically addressed in the Plan nor is it contrary to its provisions or intents.

RESOLUTION No.____

RESOLUTION APPROVING A TEMPORARY PERMIT TO ENTER AND USE PROPERTY ON TOZER STREET NORTH OF THE MADERA CANAL TO PACIFIC GAS & ELECTRIC AND AUTHORIZING THE MAYOR TO SIGN THE PERMIT

WHEREAS, the Pacific Gas & Electric Company is temporarily in need of a small area alongside Tozer Street to stage work while performing tests of gas lines in the area; and

WHEREAS, the City of Madera (City) desires to promote the public good by facilitating the maintenance of crucial infrastructure that serves Madera; and

WHEREAS, The City and Pacific Gas & Electric have prepared an agreement for a "Temporary Permit to Enter and Use Property" with terms satisfactory to both parties.

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

1. The above recitals are true and correct.
2. The Agreement for a "Temporary Permit to Enter and Use Property", a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the document on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

Temporary Permit to Enter and Use Property

This Temporary Permit to Enter and Use Property (Permit) is entered into on the 15th of June, 2016 by and between City of Madera ("Owner") and Pacific Gas and Electric Company ("PG&E"). The Owner owns the property located at Clinton Street and Tozer Street (Road 28), APN: 008-160-003, Madera County, California ("the Property").

Owner and PG&E agree as follows:

1. **Right of Entry and Use** – Owner hereby grants permission to PG&E, its agents, employees, contractors, and assigns, a temporary right of entry on portion of the Property described and depicted in **Attachment "A"** attached hereto and by this reference made a part hereof ("Permit Area"), together with a right of ingress and egress, for the purpose of storing construction materials, equipment, water tanks and parking vehicles in conjunction with T-1030 Hydrostatic Pressure Testing of PG&E's underground gas transmission facilities. PG&E's use of the Permit Area will be irrevocable during the term of this Permit, except in the case of a material breach of the terms of this Permit.

2. **Term** – The term of this Permit shall be for a period of five (5) months commencing on July 5, 2016 and shall terminate on December 5, 2016.

3. **Surrender** – Upon the expiration or termination of this Permit, PG&E shall remove all vehicles, personal property, debris and waste material resulting from PG&E's activities and return the Permit Area in substantially the same condition that existed at the commencement of the term.

4. **Fee** – PG&E shall pay Tenant Two Thousand Five Hundred Dollars ($2,500.00) as compensation for the temporary use of the Permit Area. Tenant shall provide PG&E a completed IRS W-9 Form for processing payment of the compensation.

5. **Holdover** – In the event that the Permit Area is occupied beyond the expiration or termination of the initial term or any extension of the term, PG&E shall be deemed to be in hold-over and shall pay, a hold-over fee in monthly intervals at the monthly rate of five hundred ($500.00) per month or any portion thereof, and the Permit Area shall be returned in accordance with this Permit (the "Hold-Over Use Fee").

6. **Damages** – PG&E shall repair and mitigate any damage to the Permit Area or Property that is caused by PG&E, its employees, contractors, agents, and representatives.

7. **Default** – PG&E shall be in default if PG&E fails to perform any obligation hereunder as and when due. If Owner determines that there has been a violation of any term, covenant or condition of the Permit, Owner shall provide PG&E ten (10) days to remedy such default or, if it reasonably necessary to remedy such default after PG&E's receipt of such written notice, provided PG&E have undertaken to cure such default within such ten (10) day period and diligently pursues such efforts to cure to completion. Any such notice of violation shall specify the nature of the default. In the event the default has not been cured, Owner shall have all rights and remedies allowed by law. In addition, Owner shall have the right to terminate this Permit. Upon any such termination, PG&E shall immediately surrender possession of the Permit Area.

8. **Indemnification** – PG&E shall indemnify Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, including loss or damage connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property.

9. **Insurance** – PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of $1,000,000 covering PG&E's use of the Permit Area under this Permit.

10. **Compliance** – In exercising the rights granted under this Permit, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of your property.

11. **Entire Agreement** – This Permit supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Permit may not be amended except by a written agreement executed by both parties.

12. **Counterparts** – This Permit may be signed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

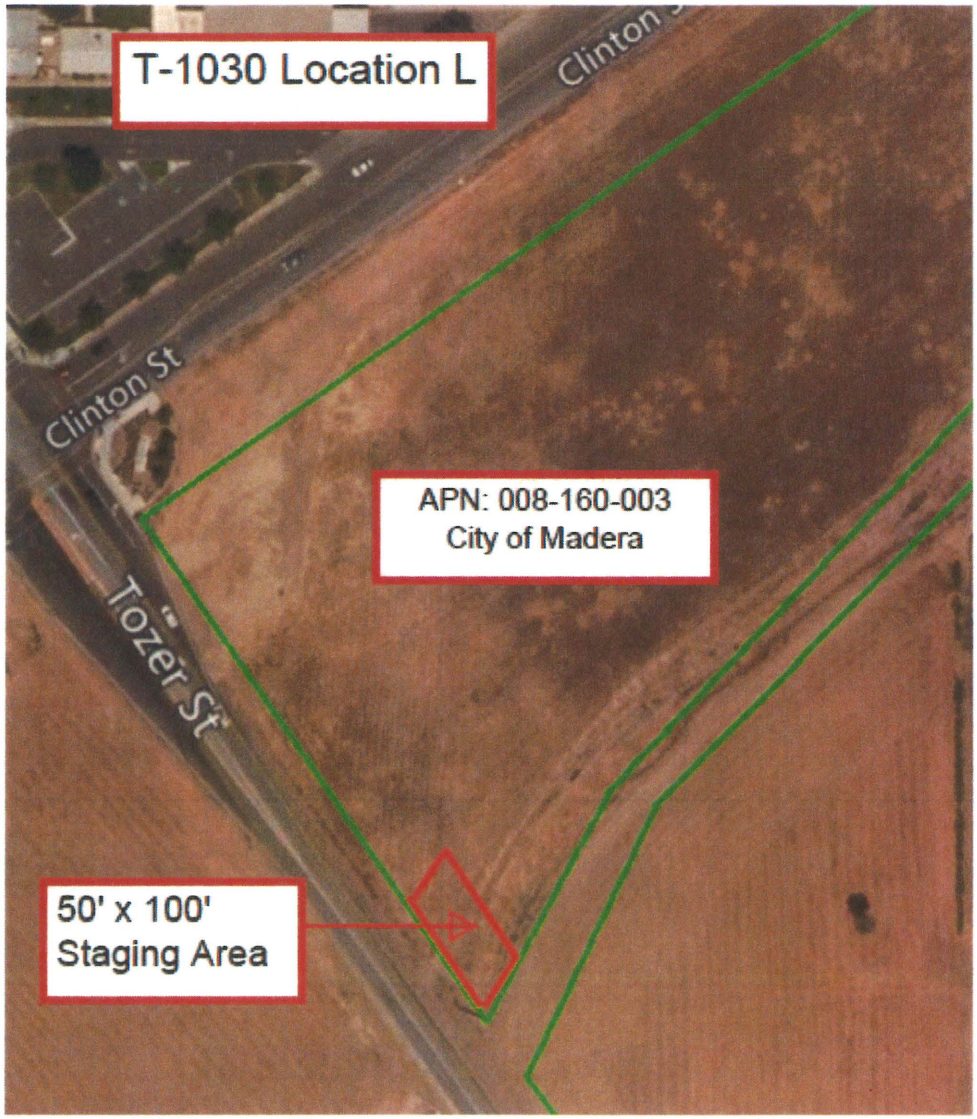
IN WITNESS WHEREOF, the parties have executed this Permit as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"	"CITY OF MADERA"
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	
By: Teresa Yamzon	By: _____
Name: Teresa Yamzon	Name: _____
Date: June 2, 2016	Date: _____

ATTACHMENTS "A" and "B" attached

ATTACHMENT "A"
Map or Photo Aerial Exhibit

A strip of land the uniform width of 50 feet extending northwesterly 100 feet from the most southeasterly boundary line of parcel, lying contiguous to and northeasterly of the southwesterly parcel line.



ATTACHMENT "B"

Temporary Permit to Enter and Use Property
Segment No.: T-1030 Location L
Property Owner: City of Madera
Site Location: APN: 008-160-003; Clinton Street & Tozer Street (Road 28), Madera

Acknowledgement of Completion of Mitigation and Repair of Property

This Acknowledgment will serve to memorialize that Pacific Gas and Electric Company has completed the mitigation and repair of the property located at APN 008-160-003, Madera County, as set forth in the above-referenced Agreement to the owner's satisfaction.

By: _____

Date: _____

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REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 15, 2016
AGENDA ITEM NUMBER B-19

BY: Mark Etheridge, Business Manager
Parks and Community Services

APPROVED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Tooley, City Administrator

SUBJECT: **CONSIDERATION OF A RESOLUTION APPROVING A FOOD SERVICES AGREEMENT WITH FRESNO ECONOMIC OPPORTUNITIES COMMISSION TO PROVIDE SENIOR MEALS FOR THE CITY OF MADERA ADULT DAY CARE (ADC) PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

RECOMMENDATION:

Staff recommends Council approve the agreement with the Fresno Economic Opportunities Commission (FEOC) to provide food services for the City's Adult Day Care (ADC) program. Staff further recommends Council authorize the Mayor to execute the agreement on behalf of the City.

SUMMARY AND DISCUSSION:

The City of Madera's Parks & Community Services Department has operated the Adult Day Care (ADC) Program for the last 39 years under Title III of the Federally Funded Older Americans Act. The ADC Program is part of the services provided to area seniors and offers respite care for dependent adults, particularly those suffering from dementia, Alzheimer's Disease, Parkinson's Disease, or related conditions

The ADC Program offers elements of fitness, range of motion exercises, memory enhancement activities, socialization, intergenerational programming and other recreation opportunities for participants. A major component of the ADC program is a daily nutritious lunch program.

The City changed its senior service delivery plan to save general fund resources in fiscal year 2011-2012; a major element of this shift was the closure of the senior meals kitchen staffed with City employees. The closure of the kitchen meant that an outside vendor was needed to provide lunch for ADC participants. Fresno Economic Opportunities Commission (FEOC) has been providing this service in accordance with the City's nutritional, performance and quality requirements since September 2012.

FEOC was originally selected to provide meals for ADC clients after multiple quotes were solicited from potential vendors (including local suppliers) in accordance with City purchasing policy. The Economic Opportunities Commission not only provided the lowest per meal price ($4.15 per meal in 2011-2012), but also demonstrated a service delivery plan that matched well with the City's needs. A recent check of potential vendors demonstrated that FEOC still provides the best price while meeting the City's service delivery needs. FEOC's proposed price of $4.32/meal for Fiscal Year 2016-17 is identical to last year's price.

FINANCIAL IMPACT:

The FY 2016-17 Parks and Community Services proposed Therapeutic Programs Budget includes sufficient funding for this agreement. Depending upon the number of clients enrolled in the Adult Day Care program, the cost of the agreement will be between $8,200 to $9,400 for the 2016-17 fiscal year. The City General Fund will provide $5,300 to $6,200 of the necessary funding with the remainder contributed from grants and program participant donations.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 strategies:

Strategy 342.3 -	Collaborate with agencies to provide support and opportunities for seniors.
Strategy 113 -	Promote greater accessibility to City facilities and services to meet the needs of various cultural, socio-economic and disabled groups.
Strategy 404 -	Promote increased community wellness.
Strategy 407 -	Promote and expand existing services to allow Madera's elders to maintain independent lifestyles.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A FOOD SERVICES AGREEMENT WITH FRESNO ECONOMIC OPPORTUNITIES COMMISSION TO PROVIDE SENIOR MEALS FOR THE CITY OF MADERA ADULT DAY CARE (ADC) PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera provides supportive services to dependent adults under the auspices of the Federally Funded Older Americans Act; and

WHEREAS, a component of the services the City provides is a daily nutritious meal served to clients at the City operated Adult Day Care (ADC) facility; and

WHEREAS, the Fresno Economic Opportunities Commission (FEOC) is a qualified and established vendor providing food services that meet the requirements of the ADC program; and

WHEREAS, FEOC has prepared an Agreement with the City to formalize the terms and conditions for food services at the ADC and both parties are amenable to the proposed Agreement.

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 proposed Food Services Agreement between the City and the Fresno Economic Opportunities Commission, a copy of which is on file in the Office of the City Clerk and is referred to for full particulars, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

FRESNO
ECONOMIC OPPORTUNITIES COMMISSION
FOOD SERVICE AGREEMENT

This AGREEMENT is made as of the day and date specified below, between the following parties:

FRESNO ECONOMIC OPPORTUNITIES COMMISSION (Fresno EOC-FS)
1920 Mariposa Mall
Fresno, California 93721-2526

and,
City of Madera (CUSTOMER)
Parks & Community Services Department
701 E. 5th St.
Madera, Ca. 93638

For Services at:
Madera Adult Day Care (CUSTOMER)
322 W. 6th Street.
Madera, Ca. 93637

AGREEMENT PERIOD July 1, 2016 THROUGH JUNE 30, 2017

1. **Fresno EOC-FS** operates a food preparation center and is not an agent or employee of the City of Madera. **CUSTOMER** has a need for food service as specified below. The purpose of this **AGREEMENT** is to state the terms and condition under which **Fresno EOC-FS** will provide food services for the **CUSTOMER**.

2. Services to be Performed. **Fresno EOC-FS** agrees to perform the following food services for **CUSTOMER**.

   a. Provide lunch meals Monday through Friday (excluding designated holidays).

   b. Meals will be delivered to **Madera Adult Day Care** at 322 W. 6th Street. in time for 11:30 a.m. lunch serving time.

   c. The menu will be based on meeting one-third (1/3) of the daily minimum nutritional requirements. Any changes to the basic menu must be mutually agreed upon.

   d. A complete food service checklist, which will include date, menu, number of meals and serving procedures, will be provided to **Madera Adult Day Care** with each delivery.

   e. In the event Madera Adult Day Services closes or limits serving days, price adjustments, mutually agreed upon, may be necessary.

CUSTOMER'S DUTIES. **CUSTOMER** shall be responsible for and shall do the following:

a. Meal lunch counts to be faxed over before 12:00 noon the previous day of service. **Fresno EOC-FS** FAX number for this purpose is (559) 266-3669. Cancellations or reductions in lunch meal will not be accepted.

b. **CUSTOMER** shall cause the serving pans to be rinsed out and packed into the insulated container for pickup. The serving pans and containers will be picked up on the next service day.

c. **CUSTOMER** acknowledges that they are solely responsible for serving the meals and, in connection therewith, following any reasonable directions of **Fresno EOC-FS** with regard to the serving of such meals. **CUSTOMER** agrees that the meals shall be consumed during the lunch hour between 11:30 AM – 12:30 PM.

4. Menu substitution. Any lunch substitution requests must be directed to the **Fresno EOC-FS** Food Preparation Center Nutritionist upon at least five (5) days written notice. CUSTOMER understands and agrees that the compliance with any such request shall be at the sole discretion of **Fresno EOC-FS.**

5. Special meals, banquets, or other special food service requests must similarly be made by **CUSTOMER** to **Fresno EOC-FS** upon at least five (5) days advance notice. Compliance with any such request shall be at **Fresno EOC-FS** sole discretion.

6. In the event **CUSTOMER** requests any special meals, banquets, or special food service which **Fresno EOC-FS** is willing to provide, the **Fresno EOC-FS** shall give **CUSTOMER** a price at which **Fresno EOC-FS** is willing to provide such service and the price, therefore, shall be as specified by **Fresno EOC-FS.**

7. Payment. **CUSTOMER** agrees to compensate and pay **Fresno EOC-FS** the following prices:

Lunch Price per meal - $4.32 (plus applicable tax)
Extra milk – per ½ pint $.40

a. In addition to the amount specified above, **CUSTOMER** agrees to pay **Fresno EOC-FS** any applicable sales tax unless **CUSTOMER** provides evidence to **Fresno EOC- FS** that **CUSTOMER** is exempt from or not subject to the imposition of such tax.

b. **Fresno EOC-FS** will send an invoice to **CUSTOMER** on a monthly basis, and, payment shall be due and payable within 20 days following the date of invoice. A late charge of 1 1/2% per month (18% per year) will be charged on past due accounts. Service will cease if full payment is not received within 30 days of the date of invoice. Payment shall be made to:

FRESNO EOC-FS
Food Services
3100 W. Nielsen Avenue
Fresno, CA 93706

c. **CUSTOMER** shall be credited for any missing or unacceptable items under the direct control of the Food Preparation Center on a per-meal basis.

8. Terms of Agreement. The terms of this AGREEMENT shall commence July 1, 2016 and continue in full force and effect thereafter until June 30, 2017 or until it is terminated by at least thirty (30) days written notice from either party to the other.

9. Hold Harmless. **Fresno EOC-FS** shall hold **CUSTOMER**, its officers and employees, harmless and indemnify **CUSTOMER** against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with negligent or wrongful acts or omissions of **Fresno EOC-FS**, its officers and employees, in performing or failing to perform any work, services or functions to be performed under this AGREEMENT.

CUSTOMER shall hold **Fresno EOC-FS**, its officers and employees, harmless and indemnify **Fresno EOC-FS** against the payment of any and all costs and expenses, claims, suits and liability resulting from or arising out of or in any way connected with negligent or wrongful acts or omissions of **CUSTOMER**, its officers and employees, in performing or failing to perform any work, services or functions to be performed under this AGREEMENT.

10. Governing Law, Entirety of AGREEMENT, and Partial Invalidity. This AGREEMENT shall be governed by the laws of the State of California. It constitutes the entire AGREEMENT between the parties regarding its subject matter. If any provision in this AGREEMENT is held by any court to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force.

11. Insurance Requirements. **Fresno EOC-FS** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by **Fresno EOC-FS,** his agents, representatives, employees, or subcontractors.

a. Minimum Scope and Limits of Insurance

FCEOC shall maintain limits no less than

:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damages at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
- $1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form Ca 00 01 covering Automobile Liability, code 1(any auto).
- Worker's Compensation as required by the State of California.
- $1,000,000 Employer's Liability per accident for bodily injury or disease. If Contractor maintains higher limits than that minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

b. Deductibles and Self-Insured Retentions

Any deductibles and self-insured retentions must be declared to and approved by the City of Madera.

c. Other Insurance Provisions.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

- The City of Madera, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Fresno EOC-FS; and with respect to liability arising out of work or operations performed by or on behalf of the Fresno EOC-FS including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with one of two endorsement options; 1)in the form of an additional insured endorsement to the Fresno EOC-FS insurance, or a separate owner's policy (CG 20 10 11 85 or its equivalent language) OR 2) a CG 20 3710 01 along with CG 20 10 10 01 endorsement forms or their equivalent language. For any claims related to this project, the Fresno EOC-FS insurance coverage shall be primary insurance as respects the City of Madera, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Madera, its officers, officials, employees or volunteers shall be excess of the Fresno EOC-FS insurance and shall not contribute with it.
- Each insurance policy required by this class shall be endorsed to state that coverage shall be not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given in the entity.
- Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

d.Waiver of Subrogation

FEOC hereby agrees to waive subrogation which any insurer of contractor may aquire from FEOC by virtue of the payment of any loss. Fresno EOC-FS agrees to obtainany endorsement that may be necessary to effect this waiver of subrogation.

The Worker's Compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City of Madera for all work performed by the Fresno EOC-FS, its agents, employees, independent contractors and subcontractors.

e. Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the City of Madera.

f. Verification of Coverage

Fresno EOC-FS shall furnish the City of Madera with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Madera before work commences; however, failure to do so shall not operate 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 specification at any time.

g. Subcontractors

Fresno EOC-FS shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

12. Examination of Records. **Fresno EOC-FS** will make records available for review upon request by **CUSTOMER** and the State of California for any monies spent. Records are proprietary and will be considered confidential and only used as support for the terms of this AGREEMENT.

A provision that the Department and the Department of Health, Education and Welfare shall have the right to inspect or reproduce all books and records of the subcontractor as they relate to the provision of goods and services under the terms of the subcontract. Such books and records shall be available for inspection or reproduction at all reasonable times at the subcontractor's place of business for a term of at least four years from the effective date of the subcontract. In addition to the above, the California Department of Aging, Department of Health Services and the Department of Health and Human Services have the right to inspect or reproduce all books and records at the subcontractor's place of business.

A provision requiring the subcontractors upon written request, to furnish financial reports relating to the provision of services under the subcontract and the payment therefore to the adult day health center and to the Department in such form and at such time as required by the adult day health care provider to fulfill its obligations for financial reporting to the Department.

EXECUTED AS OF THIS _____DAY OF_____, 2016

Fresno Economic Opportunities Commission

By: _____

Title: _____

Date: _____

City of Madera

By: _____

Title: _____

Date: _____

Return to Agenda

REPORT TO CITY COUNCIL

Approved By:

Department Director

City Administrator

Council Meeting of June 15, 2016
Agenda Item Number C-1

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2016/17 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

RECOMMENDATION:

That the City Council adopts a Resolution:

1. Approving the Expenditure Budget for the various funding programs in the Measure 'T' Annual Expenditure Plan (AEP) for Fiscal Year 2016/17.

2. Authorizing the City Engineer to submit the resolution to the Madera County Transportation Authority for approval and adoption.

SUMMARY:

This Annual Expenditure Plan (AEP) is required by the Madera County Transportation Authority (MCTA) to claim Measure 'T' funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan approved by the voters in the November 2006 election. The proposed funding for the projects and programs in the AEP are consistent with the requirements specified in the Measure 'T' 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program proposed in the City's 2016/17 Budget.

HISTORY:

Measure 'T' implements the Madera County ½ Cent Transportation Sales Tax Measure Investment Plan (PLAN) approved by the Madera County voters in the November 2006 election. The tax was enacted for a 20 year period and took effect April 1, 2007.

The PLAN is a multi-modal funding program that commits funding for the following program categories:

Regional Transportation and Highways
Local Street Maintenance
Local Street Supplemental Maintenance
Flexible (Miscellaneous Street programs)
ADA Compliance
Transit Enhancement
ADA/Seniors/Paratransit
Environmental Enhancement

The Regional Streets and Highways program consists of two elements. One is the responsibility of MCTA to manage and deliver the projects of a regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element. The second element is the responsibility of the local agencies to manage construction, rehabilitation and maintenance of the agency's arterial and collector streets. All of the other programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Measure 'T' Strategic Plan adopted by the MCTA require the City to prepare and adopt an Annual Expenditure Plan (AEP) that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5 year plan that is updated every 2 years and approved by the MCTA.

DISCUSSION:

The MCTA has provided the City with the funding allocation for each of the program categories. The total allocation for FY 2016/17 is $2,830,799 which is $180,051 more than last year. The allocation amounts are earmarked for each program and cannot be shifted between programs. The recommended projects in the programs were selected by staff from Public Works, Transit, Parks and Community Services, and Community Development Departments, and are consistent with the proposed 2016/17 City's Capital Improvement Program and the implementing guidelines in the Measure 'T' Strategic Plan.

The AEP for FY 2016/17 includes the following projects and programs:

1. Regional Transportation and Highway Program:

Arterial & Collector Streets: The total allocation is $969,450 for the following projects.

1. Olive Avenue Widening, Gateway Drive to Knox St, $536,601
2. Application of Surface Seals and AC Overlay at various Arterial and Collector Streets - $165,000
3. Lake Street Widening, North of 4th Street to Cleveland Avenue, $267,849

2. Local Transportation Program:

Street Maintenance: The allocation is $504,114 for the application of Surface Seal treatment and General Maintenance work on various streets.

Supplemental Street Maintenance: The allocation is $339,308 for General Maintenance work on various streets.

Flexible: The allocation is $843,421. These funds will be impounded by the MCTA to fund delivery of projects in the Regional Streets and Highways Program until such time as each agency is able to adopt an Impact Fee program for the construction of Regional Facilities. A 20% match for projects listed in the Regional Streets program is a requirement of the Transportation Sales Tax Measure Investment Plan approved by the voters. Flexible funds will be released back to each agency upon payment of the matching funds by each local agency.

ADA Compliance: The allocation is $19,389 for sidewalk repairs and safety improvements to make walkways ADA compliant.

3. Transit Enhancement Program

Transit Enhancement-Citywide: The allocation is $70,969 for security and passenger enhancements.

Transit Enhancements-ADA/Seniors/Paratransit: The allocation is $6,592 and is also for security and passenger enhancements to make facilities ADA compliant.

4. Environmental Enhancement Program

Environmental Enhancements: The allocation is $77,556 for construction of bicycle and pedestrian facilities.

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure 'T' 2016/17 Annual Work Plan at their meeting on July 20, 2016. The MCTA Administrative Code specifies 8 members be included on the TAC, two of which are the City Engineer and the City Planning Director.

FINANCIAL IMPACT:

An AEP approved by the City Council is required to receive the City's allocation of Measure 'T' funds. The allocation of funds in the AEP is consistent with project funding in the proposed Capital Improvement Program for FY 2016/17.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This project supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This project supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 16-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2016/17, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the Fiscal Year 2016/17 Annual Expenditure Plan (Plan) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City of Madera is a designated agency for selecting projects and programs for approval and adoption by the Madera County Transportation Authority (MCTA) into the Measure 'T' Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on June 15, 2016.

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 projects and programs, and expenditures shown on Exhibit "A" attached hereto are approved.
3. The City Engineer is hereby authorized and directed to submit this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2016/17 Measure 'T' Annual Work Program.
4. This resolution is effective immediately upon adoption.

* * * * * *

EXHIBIT 'A'

CITY OF MADERA
MEASURE 'T' ANNUAL EXPENDITURE PLAN
FISCAL YEAR 2016/17

FUNDING PROGRAM	ALLOCATION	EXPENDITURE
RTP/3R PROJECTS	$ 969,450	
Olive Ave. Widening – Gateway to Knox		$ 536,601
Seals & AC Overlays Arterials/Collectors		$ 165,000
Lake St Widening, 4th St to Cleveland Ave		$ 267,849
LTP-STREET MAINTENANCE	$ 504,114	
Surface Seal & General Maintenance		$ 504,114
LTP-SUPPL. STREET MAINTENANCE	$ 339,308	
General Maintenance		$ 339,308
LTP – FLEXIBLE	$ 843,421	
MCTA Impound for matching Contributions to Tier 1 projects		$ 843,421
LTP – ADA COMPLIANCE	$ 19,389	
ADA Walkability/Sidewalks		$ 19,389
TRANSIT ENHANCEMENT	$ 70,969	
Security & Passenger Enhancements		$ 30,000
Security & Passenger Enhancements		$ 40,969
TRANSIT ENHANCEMENT-ADA/Sr.	$ 6,592	
Bus Stop Improvements		$ 6,592
ENVIRONMENTAL ENHANCEMENT	$ 77,556	
FRT & Bicycle/Pedestrian Facilities		$ 60,556
ADA Walkability/Sidewalks		$ 17,000
	$ 2,830,799	$2,830,799

ADA – Americans with Disabilities Act
FRT – Fresno River Trail
LTP – Local Transportation Program
MCTA – Madera County Transportation Authority
3R - Resurface, Rehabilitation, Reconstruction
SUPPL - Supplemental
RTP – Regional Transportation Program

Return to Agenda

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of June 15, 2016

Agenda Number: C-2

SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

RECOMMENDATION: That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

SUMMARY: On or about May 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on June 15, 2016, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

DISCUSSION: Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

FINANCIAL IMPACT: There is no direct impact to the General Fund from this action.

VISION AND ACTION PLAN: This action is not specifically addressed in the Vision Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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 amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

EXHIBIT "A"

Assessor's Parcel No.	Property Location	Delinquent Amount
009-230-032	213 Mainberry Drive	$35,366.04

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CITY OF MADERA
REPORT TO THE CITY COUNCIL

CITY COUNCIL MEETING OF: June 15, 2016

AGENDA ITEM NUMBER: C-3

APPROVED BY:

F. Rodriguez
Neighborhood Preservation Specialist

for **Executive Director for Successor Agency**

City Administrator

Subject: **Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Confirming Costs of Weed Abatement and Ordering Cost of Abatement to be a Special Assessment on the Respective Properties**

Summary: **Public Hearing and Adoption of a Resolution Confirming Weed Abatement Costs and Special Assessment**

I. HISTORY/BACKGROUND

On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance and ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code.

On February 29, 2016 a City-wide inspection for lots and properties in violation of the Weed Abatement Ordinance was completed and 324 lots were noted in violation. On March 17, 2016 a Notice of Violation was issued to 324 properties. The deadline for owners to abate their properties was May 1, 2016.

On May 18, 2016 the City Council reviewed the list of the properties that were still in violation, conducted a public hearing, and ordered the abatement. At this public hearing, no objections were noted.

On May 19, 2016 the lots were re-inspected and, if necessary, updated the list. On May 25, 2016 the weed abatement contractor abated the 23 properties that were still in violation.

II. SITUATION

The parcels of land listed on Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Neighborhood Revitalization Department took proper steps to notify the affected property owners by mail of the proposed weed abatement action on respective properties. The Weed Abatement Assessment Report was posted as required. Property owners were provided notice of this hearing by certified mail.

At the hearing, property owners may object to the charges for weed abatement levied against their properties. The charges consist of $150.00 Administrative Fee and the Contractor's Cost to abate the violation.

All charges incurred by the City of Madera for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

The costs associated with the cleanup of those properties are identified in the Resolution as Exhibit "A".

III. LINKAGE TO VISION 2025

Strategy 134 – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

Strategy 137 – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

IV. RECOMMENDATION

Staff recommends that City Council hold a public hearing to hear and consider any objections from affected property owners of the proposed assessments related to the completed weed abatement work and adopt the attached resolution confirming the report and ordering abatement costs to be a special assessment.

Attachment:
· Resolution
· Exhibit A

RESOLUTION NO:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING COSTS OF WEED ABATEMENT AND ORDERING COSTS OF ABATEMENT TO BE A SPECIAL ASSESSMENT

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in Chapter 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been abated on May 25, 2016; and

WHEREAS, at the time of the abatement the parcels were found to be in violation of Madera Municipal Code § 3-15.01

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties; and

WHEREAS, the City Clerk posted notice of the lien confirmation hearing as required by the Municipal Code; and

WHEREAS, property owners were notified of the confirmation hearing by certified mail; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services are proposed to be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land, and are considered liens against these properties.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.

2. The report on costs of abatement is in all respects complete and correct and is hereby confirmed. The amounts of the cost for abating the nuisance which remain unpaid, as shown on Exhibit "A" attached hereto are confirmed and, shall constitute special assessments against the respective parcels of land and are a lien on the property for the amount of the respective assessment.

3. All written or oral protests or objections to the report on the costs of abatement have been considered by the City Council.

4. The unpaid assessments shown on Exhibit "A" shall be entered upon the 2016-2017 tax roll against the respective parcels of land

5. This resolution is effective immediately after adoption.

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

EXHIBIT A

Report on Costs of Weed Abatement

Parcel	Address	Property Owner	Amount Due
011-292-089	86 Bridge Way	Taliaferro & Scagliotti	$247.72
011-292-088	74 Bridge Way	Taliaferro & Scagliotti	$247.72
011-292-087	62 Bridge Way	Taliaferro & Scagliotti	$247.72
011-292-086	50 Bridge Way	Taliaferro & Scagliotti	$247.72
011-292-085	49 Monarch Road	LM Constr LLC	$247.72
011-292-080	109 Monarch Road	LM Constr LLC	$247.72
011-292-079	121 Monarch Road	LM Constr LLC	$247.72
011-292-050	96 Monarch Road	LM Constr LLC	$247.72
011-292-049	108 Monarch Road	LM Constr LLC	$247.72
011-292-048	120 Monarch Road	LM Constr LLC	$247.72
011-291-042	133 Monarch Road	LM Constr LLC	$247.72
011-291-036	132 Monarch Road	LM Constr LLC	$247.72
011-272-013	104 Los Cerritos Way	Swalef Victor	$247.72
011-272-012	1189 Oso Drive	Swalef Victor	$247.72
011-233-015	341 Hull Drive	DBH Familiy LLP	$247.72
011-233-007	300 Stinson	Luna Nick & Jamie	$247.72
011-213-022	435 Stinson	Fuentes Alma	$247.72
010-123-008	125 South K Street	Alvarado Rolando & Francisca	$247.72
011-131-016	701 South A Street	Harris Josephine	$247.72
006-580-040	006-580-040	PPC Rose Hollow LLC	$247.72
008-052-022	327 Malone Street	Klair Jaspal Singh	$247.72
003-240-019	003-240-019	Bosio Richard J	$517.72
003-112-004	1119 Columbia Street	Arturo Hernandez	$247.72
		Total Amount	$5,967.56

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REPORT TO CITY COUNCIL

MEETING DATE: June 15, 2016

AGENDA ITEM NUMBER: E-1

Approved By:

PUBLIC WORKS DIRECTOR

CITY ADMINISTRATOR

SUBJECT: Weekly Water Conservation Report – May 30th – June 5th

RECOMMENDATION: Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

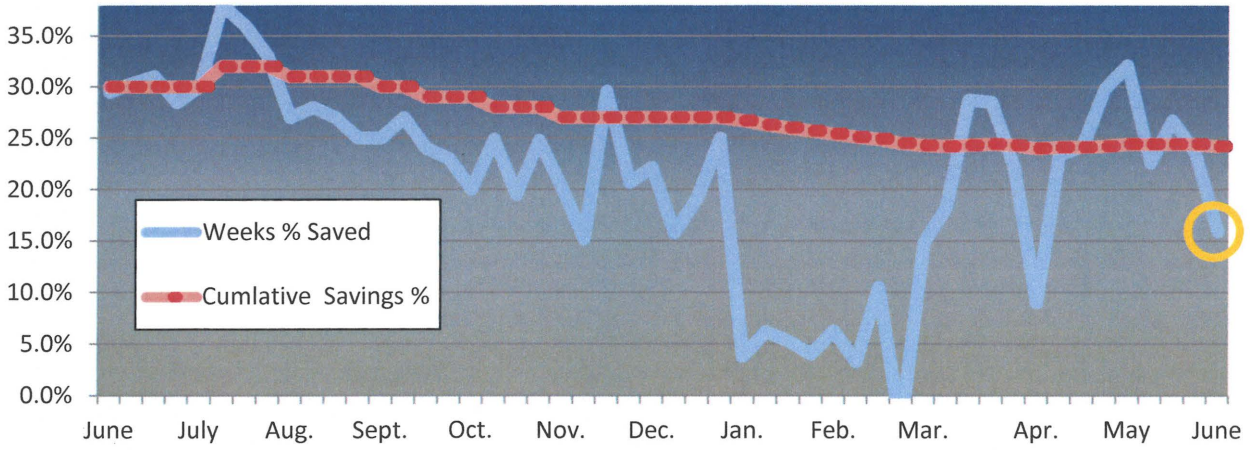
SUMMARY/ DISCUSSION: As illustrated in the graph below the City's conservation rate took a dip this last week primarily due to the higher than normal temperatures.

A recent shift in direction at the State level suggested that cities, including Madera, would become responsible for setting their own new water conservation goals based on local conditions and circumstances. As initial information regarding this new program is being made available, it appears that there will be little opportunity for the City to craft a local means of measurement and goal setting that yield conservation targets substantively different than those previously set by the state. While still not fully developed, the State's unfolding new process for setting local goals will likely yield the same water conservation goals/mandates as those previously established. The current conservation target is 26%.

Below is the most current water conservation data.

Weekly	Monthly	Cumulative
May-June 30th – 5th	May 1st–31st	June 1, 2015 June 5th 2016
16%	26%	24%

Below is the weekly and cumulative water conservation including the latest data.



Enforcement			
150	**Public Contacts**	**25**	**1st offenses ($75)**
1	**Verbal warning**	**0**	**2nd offenses ($250)**
45	**Correction Notices**	**0**	**3rd or more offense ($500)**

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principles of the 2025 Plan.