

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, June 2, 2021
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at www.madera.gov/live. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 964 2936 4161# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Fred Thurman, New Life Assembly

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Proclamation Recognizing June as PRIDE Month
2. Proclamation Recognizing Madera born Olympic Hall of Famer Lee Edward Evans

INTRODUCTIONS:

A. WORKSHOP:

A-1 Workshop on a Planned Caltrans Project on State Route 145 (SR145)

Recommendation: Consider Workshop Presentation and Provide Direction to Staff (Report by Keith Helmuth)

B. CONSENT CALENDAR:

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

B-1 Minutes – 02/17/21

Recommendation: Approve the City Council Minutes of February 17, 2021

B-2 Informational Report on Register of Audited Demands for May 8, 2021 to May 21, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service and Litigation Expenditures

Recommendation: This report is submitted for informational purposes only and there is no action requested from the City Council (Report by Arnolando Rodriguez)

B-4 Appointment to the City's ADA Advisory Council (MADAAC)

Recommendation: Adopt a Resolution Approving Councilwoman Evans' Appointment of Muhammed Latif to the City's ADA Advisory Council (Report by Wendy Silva)

B-5 Special Services Agreement with Liebert Cassidy Whitmore (LCW)

Recommendation: Adopt a Minute Order Approving a Special Services Agreement with LCW for Contract Legal Services (Report by Wendy Silva)

B-6 Joint Powers Agreement to join Public Risk Innovation, Solutions, and Management (PRISM)

Recommendation: Adopt a Resolution

- 1) Confirming the City of Madera's desire to join Prism; and
- 2) Approving the PRISM Joint Powers Agreement; and
- 3) Appointing the City Manager and Director of Human Resources to act on the City's behalf in matters related to PRISM (Report by Wendy Silva)

B-7 Appointment to the City's Planning Commission

Recommendation: Adopt a Resolution Approving Councilwoman Evans' Appointment of Balwinder Singh to the City's Planning Commission (Report by Gary Conte)

B-8 Surplus Property

Recommendation: Approve a Minute Order Declaring Certain Property as Identified on the Surplus Property List to be Surplus Consistent with the City Purchasing Policy (Report by Roger Sanchez)

B-9 Preparation of the 2020 Urban Water Management Plan

Recommendation: Adopt a Resolution Approving an Agreement with Provost & Pritchard Consulting Group for Preparation of the 2020 Urban Water Management Plan (Report by Daniel Foss)

B-10 Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2021/22

Recommendation: Adopt a Resolution Approving the Applications for TDA– LTF and STA Funds for FY 2021/22 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-11 Project List for Fiscal Year (FY) 2021/22 Funded by Senate Bill (SB1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

Recommendation: Adopt a Resolution Adopting the City Project List for FY 2021/22 Funded by the SB 1 RMRA Account of the Local Streets and Roads Funding Program (Report by Keith Helmuth)

B-12 Facilities Use Agreement between the City of Madera and Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE)

Recommendation: Adopt a Minute Order Approving Facilities Use Agreement with MCSOS and MCOE and Authorizing the City Manager to Execute Facilities Use Applications on an ongoing basis between the City and MCSOS/MCOE (Report by Dino Lawson)

C. PUBLIC HEARINGS: None

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

D-1 Approval of a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL Fire) from July 1, 2021 to June 30, 2022 for Fire Service Operations

Recommendation: Adopt a Resolution Approving a New Schedule “A” Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2021 to June 30, 2022 for Fire Service Operations (Report by Matt Watson)

D-2 Deficits Related to the Technology Fund and Facilities Maintenance Fund

Recommendation: Adopt a Minute Order Authorizing the Director of Financial Services to Transfer Existing Reserves from the General Fund and Various Enterprise Funds to the Technology Fund by \$650k and \$1.1M to the Facilities Maintenance Fund (Report by Roger Sanchez)

E. ADMINISTRATIVE REPORTS:

E-1 Redistricting Process Required for City Council Districts

Recommendation: Council to hear report on the redistricting process required by local, state, and federal law; discuss process, and provide direction to staff (Report by Hilda Cantu Montoy)

E-2 Fiscal Year Budget 2021/2022 Presentation and Workshop

Recommendation: Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and Provide Direction to Staff (Report by Roger Sanchez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6

Agency Designated Representatives:

Arnoldo Rodriguez, Wendy Silva, Roger Sanchez, and Che Johnson

Employee Organizations:

General Bargaining Unit/Madera Affiliated City Employees Association

Mid-Management Employee Group

Madera Police Officers' Association

Law Enforcement Mid Management

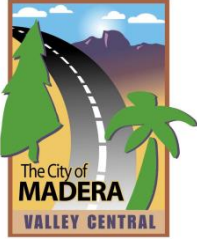
ADJOURNMENT: – Next regular meeting on June 16, 2021

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- 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.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for June 2, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 9:30 p.m. on May 27, 2021.



Alicia Gonzales, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnaldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: A-1

SUBJECT:

Workshop on a planned Caltrans project on State Route 145 (SR 145)

RECOMMENDATION:

Consider workshop presentation and provide direction to staff

SUMMARY:

Caltrans is working on a project on SR 145 within the City of Madera. The project limits are from Pecan Avenue to Tozer Street. Caltrans is considering complete streets elements within this project in the Downtown Area. This workshop has been scheduled as Caltrans is seeking confirmation that City accepts their proposed improvements.

DISCUSSION:

Caltrans has a project to rehabilitate the roadway surface of SR 145 from Pecan Avenue to Tozer Street. Staff has been working with Caltrans on their project scoping and they have agreed to include "Complete Streets" elements on a portion of their project. The portion in which they will consider Complete Streets elements will be on Yosemite Avenue between E Street and Fig Street in the Downtown Area. The configuration of the remainder of their project, which includes Madera Avenue, Gateway Drive, and the eastern portion of Yosemite Avenue, is expected to remain much as it is today.

A complete street is a transportation facility that is planned, designed, operated, and maintained to provide safe and inclusive mobility for all users, including bicyclists, pedestrians, transit vehicles, truckers, and motorists, appropriate to the function and context of the facility. Every complete street looks different, according to its context, community preferences, the types of road users, and their needs.

For this project, Caltrans is proposing a road diet that will reduce the number of lanes in both directions from two to one. This will allow for the addition of bike lanes, a continuous left turn lane and on-street parking. Bulb-outs are proposed from E Street to A Street. The addition of bulb-outs will reduce the number of available on-street parking along this section of Yosemite but will make pedestrians more visible as they cross the street. Additional parking will, as proposed by Caltrans, also be removed to allow for proposed turn lane improvements.

In 2020, Council adopted the State Route 145 (Yosemite Avenue) as the Downtown Main Street Plan (Plan). Within this Plan, Yosemite Avenue was envisioned to be more pedestrian friendly. This included high visibility crosswalks and bulb-outs at intersections, a raised center median with trees, improved street lighting, and flashing beacons at uncontrolled intersections. This Plan considered two options for Yosemite Avenue. One option kept the lane configuration as it is today, with four travel lanes, two in each direction and parallel street parking. The second option provided a road diet with one lane in each direction, parking along the northern side (westbound) and a separated bikeway along the southern side (eastbound) of Yosemite Avenue. The second option was not fully supported at the time the Plan was adopted due to its significant impact to parking.

The purpose of this workshop is to solicit Council feedback on Caltrans proposed improvements on Yosemite Avenue in the downtown area.

FINANCIAL IMPACT:

There will not be a fiscal impact to the City general Fund associated directly with this workshop nor is it anticipated the project itself will have an impact as the project is managed and funded by Caltrans.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

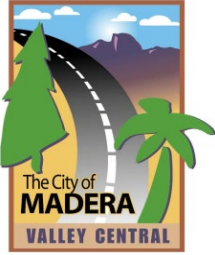
While not specifically addressed, this item is consistent with the Vision Madera 2025 Plan Strategy 121 – Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.

ALTERNATIVES:

This is a discussion item and Council may consider other alternatives for this project.

ATTACHMENTS:

No attachments.



Item:	B-1
Minutes for:	02/17/2021
Adopted:	06/02/2021

Minutes of a Regular Meeting of the Madera City Council

**February 17, 2021
6:00 p.m.**

**Council Chambers
City Hall**

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

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

ROLL CALL:

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

Absent: District 5 is currently vacant.

Others present were City Manager Arnolando Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, Administrative Analyst Eric Battles, Deputy City Engineer Ellen Bitter, Communication Specialist Joseph Carrello, and Senior Civil Engineer Victor Aldama.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Church

PLEDGE OF ALLEGIANCE: Fire Division Chief Matt Watson

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ**

**COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

PUBLIC COMMENT:

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

Jasmine Gallegos with Madera County Department of Public Health stated had some of their Youth Coalition Members introduce themselves. Bethany Baez and Nancy Baez stated they attend Madera South High School and they were speaking on behalf of the students working with the Tobacco Youth Coalition. They have been working hard collecting data in Madera to learn more about how to make their community healthier. They want to set some time with Council to share that information. They hope to get the opportunity to meet Council soon.

No further public comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

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

City Manager Arnoldo Rodriguez gave the update as Madera County Public Health Department Director Sara Bosse was unavailable.

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, THE CONSENT CALENDAR WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

B-1 Minutes – 11/18/20

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

B-2 Informational Report on Register of Audited Demands for Jan. 23, 2021 to Feb. 5, 2021

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Eric Battles)

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

Recommendation: Adopt a Minute Order

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

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

Recommendation: Adopt a Resolution

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

RES 21-28 A RESOLUTION ACCEPTING IMPROVEMENTS FOR MELANIE MEADOWS PHASE II & III SUBDIVISION (TRACT NO. 19-S-04), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

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

- Recommendation:** 1) Adopt a Resolution Approving the Contract Award for the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project"), in the Amount of \$200,339 to Witbro, Inc. dba Seal Rite Paving & Grading; and
- 2) Adopt a Resolution Approving Funding Amendment Appropriating \$170,000 to the City of Madera Fiscal Year 2020/21 Capital Projects Budget for the Construction of the Pedestrian Hybrid Beacon at the Intersection of Stadium Road and Gary Lane, City Project No. TS-29, CDBG No. B18MC060053 ("Project") (Report by Keith Helmuth)

RES 21-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD FOR THE PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CITY PROJECT NO. TS-29, CDBG NO. B18MC060053 ("PROJECT"), IN THE AMOUNT OF \$200,339 TO WITBRO, INC. DBA SEAL RITE PAVING & GRADING AND AUTHORIZING CONSTRUCTION CONTINGENCIES RELATING TO THE CONTRACT

RES 21-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPRIATING \$170,000 TO THE CITY OF MADERA FISCAL YEAR (FY) 2020/21 CAPITAL PROJECTS BUDGET FOR THE CONSTRUCTION OF THE PEDESTRIAN HYBRID BEACON AT THE INTERSECTION OF STADIUM ROAD AND GARY LANE, CITY PROJECT NO. TS-29, CDBG NO. B18MC060053 ("PROJECT")

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

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

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

Recommendation: Adopt a Resolution

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

RES 21-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE IVEYWOOD I SUBDIVISION (TRACT NO. 19-S-03) AND IMPROVEMENT AGREEMENT

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

Recommendation: Adopt a Resolution

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

RES 21-32 PHASE 5 SUBDIVISION (TRACT NO. 04-S-20), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

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

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

RES 21-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A \$10,000 CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND NICHOLS CONSULTING

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

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

RES 21-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE APPOINTMENT OF GABRIELA GONZALEZ-GUTIERREZ TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – BLOCK GRANT COMMISSION

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

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

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

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

C. PUBLIC HEARINGS: None

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

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

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

ON MOTION BY COUNCILMEMBER EVANS AND SECONDED BY MAYOR PRO TEM VILLEGAS, ITEM D-1 WAS APPROVED BY A 5/1 VOTE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

NO: 1 - COUNCILMEMBER RODRIGUEZ

RES 21-35 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A THIRD AMENDMENT TO THE CITY MANAGER AT-WILL EMPLOYMENT AGREEMENT

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

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER EVANS, ITEM D-2 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

RES 21-36 CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2020/2021 BUDGET

E. ADMINISTRATIVE REPORTS:

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

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

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM E-1 TO TABLE THIS ITEM TO A FUTURE MEETING DATE WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 6 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS
MAYOR PRO TEM VILLEGAS
MAYOR GARCIA**

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

Councilmember Gallegos stated that Councilmember Rodriguez is the Madera County Transportation Commission (MCTC) Chairperson. Today was her first meeting and she thanked them for welcoming her. She congratulated him on his position as Chairperson.

Councilmember Rodriguez welcomed Councilmember Gallegos to the MCTC. He credited the efforts of Former Mayor Medellin and he is grateful to have Councilmember Gallegos on the MCTC. He

asked staff to continue to take care of themselves. He asked staff to follow-up with Madera County Public Health Department Director Sara Bosse on how they will be providing the vaccines.

Councilmember Montes asked that everybody keep up the good work and stay safe.

Councilmember Evans stated she is glad to see that Mayor Garcia is doing well. She stated that previously she had declined to get the vaccine, but now she is open to receiving it. She invited everyone to the Citywide Black History Month (BHM) celebration on Sunday, February 21st.

Mayor Pro Tem Villegas had nothing to report.

Mayor Garcia had nothing to report.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

One Case: City of Madera v. High Speed Rail Authority

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:21 p.m.

Council returned from closed session at 7:33 p.m. with six (6) Councilmembers present as District 5 is currently vacant.

City Attorney Hilda Cantu Montoy announced that City Council agreed to the tolling agreement with the High Speed Rail Authority concerning the claim relating to the Final Supplement EIR EIS for the Central Valley-wide portion of the Merced to Fresno section of the California High Speed Rail.

Ms. Cantu Montoy stated that she and the City Manager were also in closed session with the City Council.

ADJOURNMENT: The meeting was adjourned at 7:35 p.m. Next regular meeting on March 3, 2021.

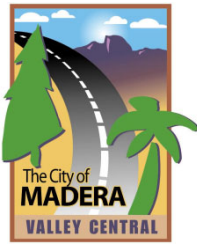
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk

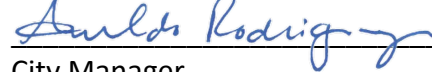


REPORT TO CITY COUNCIL

Approved by:



Department Director



City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for May 8, 2021 to May 21, 2021

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of May 8, 2021 to May 21, 2021 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	29512 - 29589	\$878,308.57

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$561,211.32
<i>SDI</i>	EDD	\$2,419.55
<i>CalPERS Payment</i>	CalPERS	\$255,416.69

DISCUSSION:

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT
June 2, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29512	05/12/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,649.50
29513	05/12/2021	PD	SUPP LAW ENF	LEATHAM FAMILY, LLC	STATE SEAL BADGES	\$ 308.13
29514	05/12/2021	PD	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	\$ 37.89
29515	05/12/2021	FLEET	STREET CLEANING	CALIFORNIA AIR RESOURCES BOARD	PERP REGISTRATION RENEWAL	\$ 735.00
29516	05/12/2021	FLEET	FLEET MAINT	O'REILLY AUTOMOTIVE STORES, INC.	AC 1234-4 MACHINE	\$ 5,585.70
29517	05/12/2021	ENGINEERING	MEAS T - RTP	MID CAL PIPELINE & UTILITIES, INC.	R-10 PHASE 2, OLIVE AVE WIDENING	\$ 85,929.40
29518	05/12/2021	FINANCE	FINANCE	HINDERLITER, DE LLAMAS AND ASSOCIATES	19/20 CAFR STATISTICAL PKG	\$ 645.00
29519	05/12/2021	FIRE	MEAS K - FIRE	MARK D HERRING	RECEPTACLE FOR TV AT FIRE STATION 58	\$ 200.00
29520	05/12/2021	PARKS	SR CITIZEN COMM	FRESHBARGAINS LLC	SENIOR GIFT CARDS	\$ 16,800.00
29521	05/12/2021	WATER	WATER QUALITY	DELLAVALLE LABORATORY, INC.	BACTERIOLOGY WATER ANALYSES	\$ 1,531.00
29522	05/12/2021	FINANCE	PARKS ADMIN	AT&T	04/21 CALNET 3 SERVICE 9391031580	\$ 194.89
29522	05/12/2021	FINANCE	SR CITIZEN COMM	AT&T	04/21 CALNET 3 SERVICE 9391026415	\$ 61.62
29522	05/12/2021	FINANCE	WWTP	AT&T	04/21 CALNET 3 SERVICE 9391026417	\$ 33.04
29522	05/12/2021	FINANCE	PD OPS	AT&T	04/21 CALNET 3 SERVICE 9391026414	\$ 226.51
29522	05/12/2021	PD	PD OPS	AT&T	04/21 CALNET 3 SERVICE 9391064552	\$ 301.86
29523	05/12/2021	FACILITIES	UB - GARBAGE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 36.25
29523	05/12/2021	FACILITIES	UB - SEWER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 36.25
29523	05/12/2021	FACILITIES	UB - WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 72.50
29523	05/12/2021	FACILITIES	PD OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	\$ 645.00
29524	05/12/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 889.44
29525	05/12/2021	GRANTS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTRNSHP OF MADERA	Q2 CDBG-CV DISTRIBUTION	\$ 19,289.11
29526	05/12/2021	PARKS	CDBG PUBLIC SVC	COMMUNITY ACTION PRTRNSHP OF MADERA	Q3 CDBG-CV DISTRIBUTION	\$ 32,985.65
29527	05/12/2021	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE STATION 58 FIRE ALARM INSPECTION	\$ 657.50
29528	05/12/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/16-04/30/21	\$ 12,806.25
29529	05/12/2021	PARKS	COMM & REC	GRAINGER, INC.	BULB RECYCLING	\$ 127.93
29530	05/12/2021	CENTRAL ADMIN	GENERAL FUND	MADERA CHAMBER OF COMMERCE	MEMBERSHIP DUES	\$ 610.00
29531	05/12/2021	GRANTS	CDBG PUBLIC SVC	MADERA CHAMBER OF COMMERCE	Q3 CDBG-CV DISTRIBUTION	\$ 5,000.00
29532	05/12/2021	GRANTS	CDBG PUBLIC SVC	MADERA CHAMBER OF COMMERCE	Q3 CDBG-CV DISTRIBUTION	\$ 5,000.00
29533	05/12/2021	GRANTS	CDBG PUBLIC SVC	MADERA CHAMBER OF COMMERCE	Q3 CDBG-CV DISTRIBUTION 2	\$ 19,090.55
29534	05/12/2021	GRANTS	CDBG PUBLIC SVC	MADERA COALITION FOR COMM JUSTICE	Q3 CDBG-CV DISTRIBUTION	\$ 38,536.37
29535	05/12/2021	FINANCE	PD OPS	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES PAID	\$ 461.50
29536	05/12/2021	GRANTS	COMM PROMO	MADERA COUNTY E D C	20/21 Q3 RLF REIMBURSEMENT	\$ 1,105.94
29537	05/12/2021	GRANTS	CDBG PUBLIC SVC	MADERA COUNTY E D C	Q3 CDBG-CV DISTRIBUTION	\$ 75,000.00
29538	05/12/2021	PD	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 267.98
29539	05/12/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 983.16
29539	05/12/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 9,464.52
29540	05/12/2021	FINANCE	FINANCE	NICHOLS CONSULTING ENGINEERS, CHTD.	STATE MANDATED COST CONSULTING	\$ 3,200.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29541	05/12/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 8126770647-1	\$ 225.75
29541	05/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3499945233-6	\$ 73.21
29541	05/12/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 2173157566-4	\$ 1,095.36
29542	05/12/2021	PD	PD OPS	PECK'S PRINTER	ENVELOPES	\$ 202.56
29543	05/12/2021	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	MARCH 2021 CITATIONS	\$ 97.82
29543	05/12/2021	FINANCE	PARKING DIST OPS	PHOENIX GROUP INFO SYS	MARCH 2021 CITATIONS	\$ 232.08
29544	05/12/2021	PD	PD OPS	PROFORCE	5 TASERS, HOLSTER, & BATTERIES	\$ 6,817.05
29545	05/12/2021	ENGINEERING	ENGINEERING	RICOH USA, INC.	COPIER MAINTENANCE	\$ 7.38
29546	05/12/2021	WWTP	WWTP	STANTEC CONSULTING SERVICES INC.	WDR PERMIT RENEWAL PROJECT WWTP	\$ 7,776.00
29547	05/12/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 29,258.94
29548	05/12/2021	PD	LOCAL LAW ENF	WATCHGUARD VIDEO	VISTA HD CAMERAS, SOFTWARE & LICENSING	\$ 20,378.06
29549	05/18/2021	PD	MEAS K - PD	KER'S GAS & LUBE, INC.	MARCH 2021 PD CAR WASHES	\$ 233.50
29550	05/18/2021	PW ADMIN	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 255.70
29550	05/18/2021	PW ADMIN	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 2,985.48
29550	05/18/2021	PW ADMIN	COMM & REC	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 4,378.47
29550	05/18/2021	PW ADMIN	ENGINEERING	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 2,190.20
29550	05/18/2021	PW ADMIN	FINANCE	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 201.15
29550	05/18/2021	PW ADMIN	INTERMODAL BLDG	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 475.11
29550	05/18/2021	PW ADMIN	SEWER OPS	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 1,245.95
29550	05/18/2021	PW ADMIN	SOLID WASTE	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 1,506.60
29550	05/18/2021	PW ADMIN	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 201.17
29550	05/18/2021	PW ADMIN	UB - SEWER	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 201.17
29550	05/18/2021	PW ADMIN	UB - WATER	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 402.31
29550	05/18/2021	PW ADMIN	WATER QUALITY	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 191.42
29550	05/18/2021	PW ADMIN	WWTP	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 745.42
29550	05/18/2021	PW ADMIN	PD OPS	SERVICEMASTER BY J&C BROWN	MARCH 2021 JANITORIAL SERVICE	\$ 3,949.61
29551	05/18/2021	FLEET	MEAS K - PD	HARRY D. WILSON INC.	HONDA PIONEER 1000-5 DELUXE	\$ 24,052.37
29552	05/18/2021	PD	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	\$ 400.00
29553	05/18/2021	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	MARCH 2021 TRANSIT OPERATOR	\$ 74,460.23
29553	05/18/2021	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	MARCH 2021 TRANSIT OPERATOR	\$ 31,849.24
29554	05/18/2021	PD	PD OPS	CV FORENSIC NURSING SPECIALISTS	VICTIM EXAM	\$ 1,000.00
29555	05/18/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 752.00
29556	05/18/2021	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP/WEELLNESS MAY 2021	\$ 766.08
29557	05/18/2021	PW ADMIN	STREETS	HAUL-R-US JUNK REMOVAL, LLC	RIVER CLEAN UP HAULER	\$ 8,337.50
29558	05/18/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 03.01.21-03.15.21	\$ 513.35
29558	05/18/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 03.16.21-03.31.21	\$ 518.27
29558	05/18/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 405.01
29558	05/18/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 77.51
29558	05/18/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 379.69
29558	05/18/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 62.94

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29558	05/18/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 213.00
29558	05/18/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 281.21
29558	05/18/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 385.29
29558	05/18/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 212.34
29558	05/18/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 103.62
29558	05/18/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 146.31
29558	05/18/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 169.75
29558	05/18/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 127.04
29558	05/18/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 225.99
29558	05/18/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 87.72
29558	05/18/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 123.06
29558	05/18/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 363.34
29558	05/18/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 344.71
29558	05/18/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 224.27
29558	05/18/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 362.93
29558	05/18/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 274.27
29558	05/18/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 155.55
29558	05/18/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 215.10
29558	05/18/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 144.52
29558	05/18/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 412.30
29558	05/18/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 218.21
29558	05/18/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 313.27
29558	05/18/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 114.85
29558	05/18/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 40.90
29558	05/18/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 97.49
29558	05/18/2021	PW ADMIN	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 49.59
29558	05/18/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 205.03
29558	05/18/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 71.52
29558	05/18/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 120.17
29558	05/18/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 143.31
29558	05/18/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 198.74
29558	05/18/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 405.28
29558	05/18/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 500.78
29558	05/18/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 263.62
29558	05/18/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 2,516.66
29558	05/18/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 1,726.47
29558	05/18/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 2,369.88
29558	05/18/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 2,282.85
29558	05/18/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 890.26
29558	05/18/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 1,331.92

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29558	05/18/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 978.14
29558	05/18/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 587.57
29558	05/18/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 621.58
29558	05/18/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 437.23
29558	05/18/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 633.97
29558	05/18/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 517.40
29558	05/18/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 1,444.80
29558	05/18/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 1,337.97
29558	05/18/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 1,711.49
29558	05/18/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 1,104.76
29558	05/18/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 2,230.98
29558	05/18/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 2,119.71
29558	05/18/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 2,365.40
29558	05/18/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 2,203.65
29558	05/18/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 2,029.87
29558	05/18/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 1,928.62
29558	05/18/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 2,152.18
29558	05/18/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 2,005.00
29558	05/18/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 1,020.51
29558	05/18/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 857.99
29558	05/18/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 1,366.49
29558	05/18/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 898.80
29558	05/18/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 397.79
29558	05/18/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 291.41
29558	05/18/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 203.01
29558	05/18/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 90.71
29558	05/18/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 92.95
29558	05/18/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 175.64
29558	05/18/2021	PW ADMIN	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 1,131.96
29558	05/18/2021	PW ADMIN	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 842.54
29558	05/18/2021	PW ADMIN	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 1,026.10
29558	05/18/2021	PW ADMIN	MEAS K - PD	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 865.29
29558	05/18/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.16.21-04.30.21	\$ 5,452.81
29558	05/18/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 04.01.21-04.15.21	\$ 4,914.34
29558	05/18/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.16.21-03.31.21	\$ 5,438.39
29558	05/18/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 03.01.21-03.15.21	\$ 5,267.22
29559	05/18/2021	PLANNING	ENGINEERING	SIJ HOLDINGS LLC	RECRUITMENT AD	\$ 862.80
29559	05/18/2021	PLANNING	PLANNING	SIJ HOLDINGS LLC	RECRUITMENT AD	\$ 1,603.80
29559	05/18/2021	PD	CODE ENF	SIJ HOLDINGS LLC	RECRUITMENT AD	\$ 862.80
29559	05/18/2021	PD	TRANS - DAR	SIJ HOLDINGS LLC	RECRUITMENT AD	\$ 848.70

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29560	05/18/2021	HR	INS/RISK MGT	DOROTHY A CHAPA	APRIL/MAY 2021 WELLNESS CHALLENGE PRIZE	\$ 1,000.00
29561	05/18/2021	WATER	WATER QUALITY	FRESNO PIPE & SUPPLY INC.	MISC PARTS	\$ 176.88
29562	05/18/2021	FINANCE	AQUATICS	AT&T	04/21 CALNET 3 SERVICE 9391026397	\$ 22.11
29562	05/18/2021	FINANCE	BUILDING	AT&T	04/21 CALNET 3 SERVICE 9391026407	\$ 23.78
29562	05/18/2021	FINANCE	BUILDING	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 62.31
29562	05/18/2021	FINANCE	BUILDING	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 179.68
29562	05/18/2021	FINANCE	BUILDING	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 81.42
29562	05/18/2021	FINANCE	CITY CLERK	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 4.98
29562	05/18/2021	FINANCE	CITY CLERK	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 16.31
29562	05/18/2021	FINANCE	CITY CLERK	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 7.39
29562	05/18/2021	FINANCE	CODE ENF	AT&T	04/21 CALNET 3 SERVICE 9391026413	\$ 47.15
29562	05/18/2021	FINANCE	COMM & REC	AT&T	04/21 CALNET 3 SERVICE 9391026391	\$ 211.06
29562	05/18/2021	FINANCE	COMPUTER MAINT	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 2.49
29562	05/18/2021	FINANCE	COMPUTER MAINT	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 32.67
29562	05/18/2021	FINANCE	COMPUTER MAINT	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 14.81
29562	05/18/2021	FINANCE	ENGINEERING	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 37.39
29562	05/18/2021	FINANCE	ENGINEERING	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 155.22
29562	05/18/2021	FINANCE	ENGINEERING	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 51.84
29562	05/18/2021	FINANCE	FACILITIES MAINT	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 27.46
29562	05/18/2021	FINANCE	FACILITIES MAINT	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29562	05/18/2021	FINANCE	FIRE	AT&T	04/21 CALNET 3 SERVICE 9391026402	\$ 23.78
29562	05/18/2021	FINANCE	FLEET MAINT	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 18.34
29562	05/18/2021	FINANCE	FLEET MAINT	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 9.77
29562	05/18/2021	FINANCE	GRANT OVERSGHT	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 12.46
29562	05/18/2021	FINANCE	GRANT OVERSGHT	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 32.67
29562	05/18/2021	FINANCE	GRANT OVERSGHT	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 14.81
29562	05/18/2021	FINANCE	HR/RISK MGT	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 7.48
29562	05/18/2021	FINANCE	HR/RISK MGT	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 24.46
29562	05/18/2021	FINANCE	HR/RISK MGT	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 11.09
29562	05/18/2021	FINANCE	PLANNING	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 12.46
29562	05/18/2021	FINANCE	PLANNING	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 18.50
29562	05/18/2021	FINANCE	STREETS	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 45.80
29562	05/18/2021	FINANCE	STREETS	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 24.44
29562	05/18/2021	FINANCE	SEWER OPS	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 32.03
29562	05/18/2021	FINANCE	SEWER OPS	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 17.10
29562	05/18/2021	FINANCE	SOLID WASTE	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 36.60
29562	05/18/2021	FINANCE	SOLID WASTE	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 19.55
29562	05/18/2021	FINANCE	SR CITIZEN COMM	AT&T	04/21 CALNET 3 SERVICE 9391026389	\$ 23.77
29562	05/18/2021	FINANCE	SR CITIZEN COMM	AT&T	04/21 CALNET 3 SERVICE 9391026395	\$ 23.77
29562	05/18/2021	FINANCE	UB - GARBAGE	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 9.15

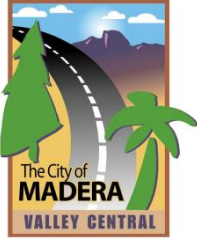
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29562	05/18/2021	FINANCE	UB - GARBAGE	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 4.89
29562	05/18/2021	FINANCE	UB - GARBAGE	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29562	05/18/2021	FINANCE	UB - GARBAGE	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 26.54
29562	05/18/2021	FINANCE	UB - GARBAGE	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 12.03
29562	05/18/2021	FINANCE	UB - SEWER	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 9.15
29562	05/18/2021	FINANCE	UB - SEWER	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 4.89
29562	05/18/2021	FINANCE	UB - SEWER	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 6.65
29562	05/18/2021	FINANCE	UB - SEWER	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 26.54
29562	05/18/2021	FINANCE	UB - SEWER	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 12.03
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391026393	\$ 45.85
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391026392	\$ 24.30
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 18.34
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 9.79
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391031559	\$ 13.29
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391026390	\$ 53.20
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391031577	\$ 24.11
29562	05/18/2021	FINANCE	UB - WATER	AT&T	04/21 CALNET 3 SERVICE 9391026388	\$ 45.73
29562	05/18/2021	FINANCE	WATER OPS	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 41.19
29562	05/18/2021	FINANCE	WATER OPS	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 21.98
29562	05/18/2021	FINANCE	WATER QUALITY	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 18.34
29562	05/18/2021	FINANCE	WATER QUALITY	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 9.77
29562	05/18/2021	FINANCE	WWTP	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 27.46
29562	05/18/2021	FINANCE	WWTP	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29562	05/18/2021	FINANCE	PURCHASING	AT&T	04/21 CALNET 3 SERVICE 9391026394	\$ 27.46
29562	05/18/2021	FINANCE	PURCHASING	AT&T	04/21 CALNET 3 SERVICE 9391031564	\$ 14.66
29562	05/18/2021	FINANCE	PD OPS	AT&T	04/21 CALNET 3 SERVICE 9391031579	\$ 246.36
29562	05/18/2021	FINANCE	PD OPS	AT&T	04/21 CALNET 3 SERVICE 9391031561	\$ 166.16
29562	05/18/2021	FINANCE	PD OPS	AT&T	04/21 CALNET 3 SERVICE 9391026411	\$ 185.56
29563	05/18/2021	HR	WATER OPS	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL JUNE 2021	\$ 130.40
29564	05/18/2021	ENGINEERING	MEAS T - RTP	BUSH ENGINEERING, INC.	TS-17 TRAFFIC SIGNAL INTERSECTION - HOWARD	\$ 6,872.23
29564	05/18/2021	ENGINEERING	TRAFFIC SIGNAL	BUSH ENGINEERING, INC.	TS-17 TRAFFIC SIGNAL INTERSECTION - HOWARD	\$ 15,296.24
29565	05/18/2021	IS	LTF - STREETS	CDW GOVERNMENT, INC	AUTOCAD LICENSING RENEWAL	\$ 4,161.72
29566	05/18/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 174.50
29567	05/18/2021	HR	HR/RISK MGT	CPS HR CONSULTING	DISPATCHER WRITTEN EXAM	\$ 463.45
29568	05/18/2021	PD	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST APRIL 2021	\$ 189.75
29569	05/18/2021	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE MAY 2021	\$ 8,107.69
29570	05/18/2021	HR	HR/RISK MGT	MADERA TRIBUNE	JOB RECRUITMENT AD - BUILDING INSPECTOR	\$ 72.20
29570	05/18/2021	HR	HR/RISK MGT	MADERA TRIBUNE	JOB RECRUITMENT AD - PD DISPATCHER	\$ 68.40
29571	05/18/2021	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - JAN 2021	\$ 504.36
29571	05/18/2021	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - SEPT 2020	\$ 16.28

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29571	05/18/2021	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - APRIL 2021	\$ 462.22
29571	05/18/2021	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - FEB 2021	\$ 359.61
29571	05/18/2021	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - JAN 2021	\$ 504.36
29571	05/18/2021	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - SEPT 2020	\$ 16.28
29571	05/18/2021	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - APRIL 2021	\$ 462.21
29571	05/18/2021	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL CHARGES - FEB 2021	\$ 359.60
29571	05/18/2021	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - APRIL 2021	\$ 12.34
29571	05/18/2021	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - APRIL 2021	\$ 92.47
29571	05/18/2021	FLEET	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - APRIL 2021	\$ 7.83
29571	05/18/2021	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - APRIL 2021	\$ 215.04
29571	05/18/2021	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - APRIL 2021	\$ 60.55
29572	05/18/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 1,203.30
29572	05/18/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 2,248.14
29572	05/18/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 2,168.22
29572	05/18/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 2,082.12
29572	05/18/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 15983482801	\$ 50.60
29572	05/18/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 52256477135	\$ 14.78
29572	05/18/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 23,431.94
29572	05/18/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 994.30
29572	05/18/2021	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 1,128.41
29572	05/18/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 149.54
29572	05/18/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 1,791.20
29572	05/18/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 1,569.06
29572	05/18/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 14.63
29572	05/18/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 48.32
29572	05/18/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 97,052.18
29572	05/18/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 109.52
29572	05/18/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 10.59
29572	05/18/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 29.91
29572	05/18/2021	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 9.86
29572	05/18/2021	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 10.66
29572	05/18/2021	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 52.28
29572	05/18/2021	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 40.18
29572	05/18/2021	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 60.71
29572	05/18/2021	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 10.78
29572	05/18/2021	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 62.34
29572	05/18/2021	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 22.03
29572	05/18/2021	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	04/21 SERVICE 3533032414	\$ 99.50
29572	05/18/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	04/21 SERVICE 17157858535	\$ 895.96
29573	05/18/2021	PD	PD OPS	SJVAPCD	PERMIT FEES #C-7487-1-0	\$ 577.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
29574	05/18/2021	ENGINEERING	CDBG PUB IMP	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID	\$ 30,535.43
29575	05/18/2021	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT LAPTOPS	\$ 5,538.83
29576	05/18/2021	PW ADMIN	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 35.00
29576	05/18/2021	PW ADMIN	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 45.00
29576	05/18/2021	PW ADMIN	COMM & REC	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 435.00
29576	05/18/2021	PW ADMIN	ENGINEERING	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 60.00
29576	05/18/2021	PW ADMIN	FIRE	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 70.00
29576	05/18/2021	PW ADMIN	INTERMODAL BLDG	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 75.00
29576	05/18/2021	PW ADMIN	SEWER OPS	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 25.00
29576	05/18/2021	PW ADMIN	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 25.00
29576	05/18/2021	PW ADMIN	WATER OPS	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 25.00
29576	05/18/2021	PW ADMIN	WWTP	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 45.00
29576	05/18/2021	PW ADMIN	PD OPS	TECH. MASTER PEST MANAGEMENT	MAY 2021 PEST CONTROL	\$ 40.00
29577	05/18/2021	PD	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS APRIL 2021	\$ 209.60
29578	05/18/2021	PD	PD OPS	WATCHGUARD VIDEO	VISTA HD WEARABLE CAMERA	\$ 519.60
29578	05/18/2021	PD	PD OPS	WATCHGUARD VIDEO	RADIO COMMUNICATION EQUIPMENT	\$ 119.08
29579	05/18/2021	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	CROWN SUBDIVISION 21-S-01 MAP/ PLAN CHECK	\$ 2,627.50
29580	05/18/2021	ENGINEERING	SEWER SE QUAD	YAMABE & HORN ENGINEERING	21-166 PECAN AVE SEWER MAIN SURVEY	\$ 2,259.71
29581	05/18/2021	FINANCE	PARKING DIST OPS	OVERPAYMENTS	OVERPAYMENT ON PK10515	\$ 85.00
29582	05/18/2021	FINANCE	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
29583	05/18/2021	FINANCE	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,651.60
29584	05/18/2021	FINANCE	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,303.26
29585	05/18/2021	FINANCE	WATER FUND	OTP- UB REFUNDS	UB 6285005 628 FOSTER AVE CREDIT	\$ 150.00
29585	05/18/2021	FINANCE	POOLED CASH	OTP- UB REFUNDS	UB 6285005 628 FOSTER AVE CREDIT	\$ 0.69
29586	05/18/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 6324002 1118 FRESNO CREDIT REFUND	\$ 113.42
29587	05/19/2021	PD	PD OPS	GIBBS, JOSHUA	PER DIEM - BASIC SWAT COURSE	\$ 330.00
29587	05/19/2021	PD	PD OPS	GIBBS, JOSHUA	PER DIEM - BASIC SWAT COURSE 2	\$ 330.00
29588	05/19/2021	PD	PD OPS	ESTEVEZ, BRIAN	PER DIEM - COMMAND COLLEGE SESSION 1	\$ 408.25
29589	05/19/2021	PD	PD OPS	MCCOMBS, MATTHEW	PER DIEM - SLI 468 - SESSION 2	\$ 231.00

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 878,308.57



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. This report captures March 2021 invoices received, as well as the Fiscal Year (FY) 2020/21 tracking of invoices received, through a FY 2020/21 Year-to-Date (YTD) column.

Should there be additional information desired by Council, please advise and staff will incorporate the requested changes.

Firm: Madera County District Attorney's Office (Litigation)

Billing Period: March 2021

Matter	Charges	
	March 2021	FY 2020/21 (YTD)
Prosecution Services for City per Agreement	\$0.00	\$0.00
Total	\$0.00	\$0.00

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)

Billing Period: March 2021

Matter	Charges	
	March 2021	FY 2020/21 (YTD)
Pending Litigation	\$713.52	\$7,703.39
Total	\$713.52	\$7,703.39

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Period: March 2021

Matter	Charges	
	March 2021	FY 2020/21 (YTD)
City Attorney Services		
General Legal Review/Advice	\$493.50	\$14,241.00
City Clerk	\$211.50	\$2,890.50
Attendance at Council Meetings & Advice on Same	\$1,974.00	\$22,630.50
City Council Requests for Information/Research	\$0.00	\$1,010.50
City Manager	\$329.00	\$3,360.50
Review and Advice on Agreements	\$3,95.75	\$32,488.75
Public Records Act Matters	\$493.50	\$3,078.50
Real Estate Transactions	\$0.00	\$0.00
Planning	\$4,324.00	\$38,234.50
Finance	\$0.00	\$3,454.50
Successor Agency	\$0.00	\$1,057.50
Public Works/Engineering	\$8,189.75	\$24,545.75
Grand Jury	\$0.00	\$0.00
Personnel/Payroll	\$117.50	\$752.00
Municipal Code Enforcement	\$94.00	\$1,292.50
Police Department - General	\$0.00	\$0.00
Ordinances	\$352.50	\$7,050.00
Discounted Hours	-\$ (0.00)	-\$1,245.50
Total City Attorney Services	\$19,975.00	\$154,841.50
Litigation Services		
Total Litigation Services	\$1,553.61	\$63,953.66
Total City Attorney and Litigation Services	\$21,528.61	\$218,795.16

Firm: Law Office of Gregory L. Myers (Litigation)

Billing Period: March 2021

<i>Matter</i>	<i>Charges</i>	
	March 2021	FY 2020/21 (YTD)
Pending Litigation	\$0.00	\$0.00
Total	\$0.00	\$0.00

Firm: Abbott & Kindermann, Inc.

Billing Period: March 2021

<i>Matter</i>	<i>Charges</i>	
	March 2021	FY 2020/21 (YTD)
Legal Services	Invoice Pending	\$15,858.51
Total		\$15,858.51

FINANCIAL IMPACT:

For FY 2020/21, expenditures for invoices total \$242,357.06. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Services	
Montoy Law Corporation	\$154,841.50
Litigation Services	
Madera County District Attorney's Office	\$0.00
Colantuono, Highsmith & Whatley, PC	\$7,703.39
Montoy Law Corporation	\$63,953.66
Law Office of Gregory L. Myers	\$0.00
Abbott & Kindermann, Inc.	\$15,858.51
<i>Litigation Services Total</i>	<i>\$87,515.56</i>
Total City Attorney and Litigation Services YTD	\$242,357.06

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

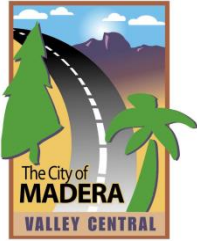
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-4

SUBJECT:

Appointment to the City's ADA Advisory Council (MADAAC)

RECOMMENDATION:

Adopt a resolution approving Councilwoman Evans' appointment of Muhammad Latif to the City of Madera ADA Advisory Council

SUMMARY:

Councilwoman Evans desires to appoint Muhammad Latif to MADAAC as the District 4 representative.

DISCUSSION:

MADAAC was established by the City Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members appointed by the City Council. Each member of the City Council may recommend an appointment, with the appointment to be confirmed by the City Council as a whole.

Mr. Latif has served on MADAAC as the District 4 representative since February 2018 and has a desire to continue serving in this capacity. Councilwoman Evans seeks to re-appoint Mr. Latif to the Advisory Council as her representative.

FINANCIAL IMPACT:

Appointees to MADAAC serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

113.1 After update of General Plan, update existing City Accessibility Plan.

113.4 Provide parking with easy access for the handicapped.

138.1 Update the City of Madera's ADA program.

138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

ALTERNATIVES:

The City Council may approve the appointment recommended by Councilwoman Evans or may choose to not take action on the resolution.

ATTACHMENTS:

1. Resolution
2. Application from Muhammad Latif

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPOINTING MUHAMMAD LATIF TO THE
CITY OF MADERA ADA ADVISORY COUNCIL**

WHEREAS, the City of Madera has established an ADA Advisory Council to serve in an advisory capacity to the City Council and City staff; and

WHEREAS, the ADA Advisory Council is comprised of seven citizens appointed by members of the City Council and subject to confirmation by the Council as a whole; and

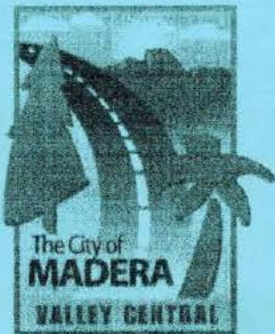
WHEREAS, Councilwoman Evans desires to appoint Muhammad Latif to the ADA Advisory Council for a term concluding December 2024 or as otherwise provided in the Madera Municipal Code; and

WHEREAS, Mr. Latif has expressed his desire to serve on the ADA Advisory Council.

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. Muhammad Latif is appointed to the ADA Advisory Council for a term ending December 2024, unless otherwise indicated by the Madera Municipal Code.
3. This resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| ☐ ADA Advisory Council | ☐ Airport Advisory Commission |
| ☐ Beautification Committee | ☒ Civil Service Commission |
| ☐ CDBG Review and Advisory Committee | ☐ Loan Review Committee |
| ☐ Planning Commission | ☐ Transit Advisory Board |
| ☐ Other: _____ | |

Please type or print in ink.

LAST NAME: LATIF FIRST NAME: MUHAMMAD
HOME ADDRESS: [REDACTED] CITY, STATE, ZIP: MADERA HOME PHONE: [REDACTED]
MAILING ADDRESS: [REDACTED] CITY, STATE, ZIP: [REDACTED] E-MAIL ADDRESS: [REDACTED]
EMPLOYER: [REDACTED] JOB TITLE: [REDACTED] BUSINESS PHONE: [REDACTED]

LENGTH OF RESIDENCE IN CITY OF MADERA <u>19</u> YEARS <u> </u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? ☒ YES ☐ NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? ☐ YES ☒ NO
--	--	--

EDUCATIONAL BACKGROUND:

Two years college
NOTARY PUBLIC
SECURITY GUARD LICENCE
26 years in BANK, AS MANAGER OVERSEAS
14 years STORE OWNER. IN TOWN.

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

Member ADA Council city of Madera will Expire 12/19
Member Loan Review Committee city of Madera - NA
Member TAB city of Madera will Expire
EX-MANAGER MCB Bank PAKISTAN
EX-OWNER GROCERY STORE IN MADERA

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

As above 1.2.18 12.7.18 8.1.19 till now
1972 to 2000
2004 to 2016 Respectively

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I will serve & see all matter as Commissioner, Voluntary
I like / Love my town & community; Best of city.

REFERENCES (Optional):

MR. SANTOS GARCIA, city council Member
MR. Robert Payethren Supervisor county Board
Mr. Jose Rodriguez Member city Council

12-31-20

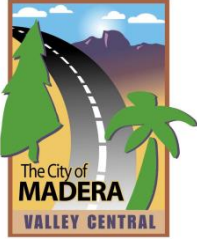
9-29-20

DATE

SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-5

SUBJECT:

Special Services Agreement with Liebert Cassidy Whitmore (LCW)

RECOMMENDATION:

Adopt a Minute Order approving the Special Services Agreement with LCW for contract legal services.

SUMMARY:

City staff utilizes the law firm of LCW for legal advice and representation in personnel and employment matters. While the City executes an annual agreement for LCW's training program, the City maintains a separate agreement for special services. The City and LCW last executed a Special Services Agreement in 2009. The proposed agreement updates insurance and indemnity provisions to current preferred language that is more beneficial to the City. The proposed fee schedule is consistent with current fees for services.

DISCUSSION:

LCW specializes in public sector employment law. Their services include management representation relative to disciplinary actions, administrative proceedings, litigation, and the Public Employment Relations Board. The firm employs 103 attorneys and has offices in San Francisco, Los Angeles, San Diego, Sacramento, and Fresno. When selecting representation, staff most often utilizes legal counsel available through the local Fresno office unless special expertise is required from a different LCW office.

City staff utilizes the law firm of LCW for legal advice and representation in personnel and employment matters. This includes advice and representation in disciplinary matters and personnel-related policies. The firm is currently representing the City in labor negotiations and

two discipline-related personnel matters. Because the City Attorney's office acts as legal advisor to the City Council and Civil Service Commission, it would be a potential conflict of interest for the City Attorney's office to also advise staff on personnel and employment matters.

The Agreement for Special Services is necessary for the City's continued utilization of LCW's services for legal advice and representation in personnel and employment matters. Matters are only assigned to LCW upon consultation with the City Manager and/or City Attorney.

FINANCIAL IMPACT:

Funds for employment and personnel related legal services are included in the annual operating budget in the Insurance Reserve Fund. The proposed fee schedule is consistent with current fees for services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Legal representation in employment and personnel matters is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council may direct staff to seek additional providers of specialized legal services.

ATTACHMENTS:

1. Special Services Agreement

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the CITY OF MADERA, A Municipal Corporation (“City”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by City or otherwise required by law.

3. Fees, Costs, Expenses

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Eighty Dollars (\$210.00 - \$380.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the City with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Insurance Requirements

Without limiting Attorney's indemnification of City, and prior to commencement of Work, Attorney shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Attorney shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General

liability policies shall be endorsed that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Attorney shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Attorney shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Attorney agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Attorney's bid.

Maintenance of Coverage

Attorney 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 Attorney, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Attorney shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

Attorney hereby waives its own right of recovery against the City.

Enforcement of Contract Provisions (non estoppel)

Attorney acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Attorney of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage

feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Attorney maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Attorney.

Notice of Cancellation

Attorney agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Timely Notice of Claims

Attorney shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Attorney's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Attorney shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

5. Indemnification

When the law establishes a professional standard of care for Attorney's Services, to the fullest extent permitted by law, Attorney shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Attorney (and its Subconsultants), are responsible for such

damages, liabilities and costs on a comparative basis of fault between the Attorney (and its Subconsultants) and the City in the performance of professional services under this agreement.

6. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

7. File Retention

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven (7) year period, City may request delivery of the file.

8. Assignment

This Agreement is not assignable without the written consent of City.

9. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

10. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

11. Term

This Agreement is effective November 10, 2020, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

CITY OF MADERA,
A Municipal Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$135.00
E- Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00

2. COSTS

1. Photocopies	\$0.15 per copy
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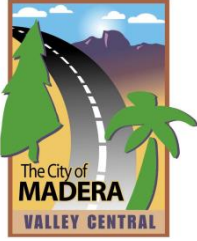
SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

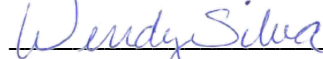
Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-6

SUBJECT:

Joint Powers Agreement to join Public Risk Innovation, Solutions, and Management (PRISM)

RECOMMENDATION:

Adopt a Resolution:

1. Confirming the City of Madera's desire to join PRISM;
2. Approving the PRISM Joint Powers Agreement; and
3. Appointing the City Manager and Director of Human Resources to act on the City's behalf in matters related to PRISM.

SUMMARY:

At its meeting of May 19, 2021, the City Council took action to approve PRISMHealth as the City's provider of medical, dental, life, and long term disability insurance programs. The PRISMHealth program is part of PRISM, a joint powers authority comprised of county and local government entities. The requested action is necessary to finalize required documents for participation in the PRISMHealth program.

DISCUSSION:

In order to effectuate the action taken by Council at its May 19, 2021 meeting, the City must formally join PRISM by adopting a resolution if its desire to join, approving the Joint Powers Agreement (JPA), and delegating day-to-day authority for staff to act on matters related to the City's participation in PRISM. The City currently participates in PRISM through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) for excess liability insurance. Approval of the JPA contemplated herein would make the City a direct member of PRISM.

PRISM also requests that the City Council include in its resolution delegation of authority to staff to act in day-to-day matters. It is recommended that the City Manager and Director of Human Resources be designated to act on matters relating to the JPA and PRISMHealth. As is current practice, any agreements or formal documents requiring action will be submitted to the City Attorney for review prior to staff executing the documents. Certain actions of the JPA can only be executed by formal action of the City Council regardless of delegation of authority of staff; any item meeting this criterion will be brought to Council for consideration and direction.

FINANCIAL IMPACT:

There is no financial impact created by joining the PRISM JPA. Individual insurance pooling programs within PRISM have related premiums, and any program participation will be subject to Council approval.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff not to proceed with joining PRISM.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: PRISM Joint Powers Agreement

Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO JOIN
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
AND DELEGATE AUTHORITY TO THE CITY MANAGER AND DIRECTOR OF
HUMAN RESOURCES TO ACT ON BEHALF OF THE CITY OF MADERA
RELATING TO PRISM**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Madera desires to join together with the members of PRISM for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, PRISM has determined that it is necessary for each member of PRISM to delegate to persons or positions authority to act on the member's behalf in matters relating to the member and PRISM.

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

1. The above recitals are true and correct.
2. The City of Madera's membership in PRISM is approved.
3. The PRISM Joint Powers Agreement, attached hereto as Exhibit 1, is approved.
4. The City Manager and Director of Human Resources are hereby appointed to act in all matters relating to the City and PRISM, except as to actions that must be approved by the City Council.
5. This resolution is effective immediately upon adoption.

* * * * *



Amended: June 30, 2020

Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

**ARTICLE 5
CREATION OF PRISM**

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

**ARTICLE 6
POWERS OF PRISM**

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

**ARTICLE 7
BOARD OF DIRECTORS**

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge**

- (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

**ARTICLE 17
RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

**ARTICLE 18
ADMINISTRATION OF CLAIMS**

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

**ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION**

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

**ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS**

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

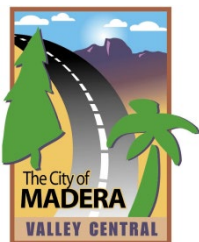
IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

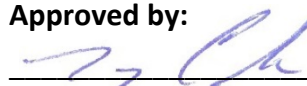
BY: _____
(Authorized signature of Member)

Seal:

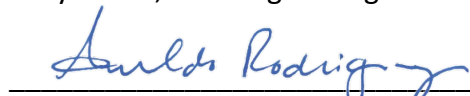


REPORT TO CITY COUNCIL

Approved by:



Gary Conte, Planning Manager



Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-7

SUBJECT:

Appointment to the City's Planning Commission

RECOMMENDATION:

Adopt a Resolution approving Councilwoman Evans' appointment of Balwinder Singh to the City's Planning Commission

SUMMARY:

The term of office for Planning Commissioner Richard Broadhead ended December 1, 2020 with the election of Councilwoman Anita Evans to represent District 6. After consideration, it is the desire of Councilwoman Evans to nominate Balwinder Singh to serve as her appointment to the Planning Commission. Commissioners serve a term of four years or until the Councilmember or Mayor who nominated the appointment no longer serves the Council seat.

Staff recommends Council adopt a resolution appointing Balwinder Singh to the Commission. His appointment term will run through December 1, 2024.

DISCUSSION:

The Commission is comprised of seven members. Commissioners are nominated individually, one by the Mayor and one by each of the six Councilmembers. Appointments to the Commission are for a term of four years or until the Mayor or Councilmember who nominated the Commissioner vacates his/her office, their replacement completes the original term of office.

The term of office for Planning Commissioner Richard Broadhead, an appointee of District 4, ended December 1, 2020. Commissioners, whose terms expire, continue to serve until he/she is

either reappointed or his/her successor is appointed. With the appointment of Balwinder Singh to the Commission, the current appointments to the Commission will be as follows:

<i>Mayor/Councilmember</i>	<i>Appointee</i>	<i>Term of Commission Member Expires</i>
Mayor Santos Garcia	Khubaib Sheikh	12/01/24
Mayor Pro Tem Artemio Villegas (District 6)	Ramon Lopez	12/01/24
Councilmember Cece Gallegos (District 1)	Bobby Gran, Jr.	12/01/22
Councilmember Jose Rodriguez (District 2)	Rohi Zacharia	12/01/24
Councilmember Steve Montes (District 3)	Alexander Salazar	12/01/22
Councilmember Anita Evans (District 4)	Balwinder Singh	12/01/24
Vacant (District 5)	Ryan Cerioni	12/01/22

FINANCIAL IMPACT:

None as Planning Commission members are not compensated for their service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concepts of public participation.

ALTERNATIVES:

Council appointments to the Commission are recommended to the Council by individual appointing Councilmembers, for appointment by the whole of the Council. The Council can affirm or reject the recommended appointee. If rejected, the appointing Councilmember may recommend a different citizen for appointment, to again be affirmed or rejected by the whole of the Council.

ATTACHMENTS:

1. Resolution
2. Application of Balwinder Singh

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPOINTING BALWINDER SINGH TO THE CITY OF MADERA PLANNING
COMMISSION**

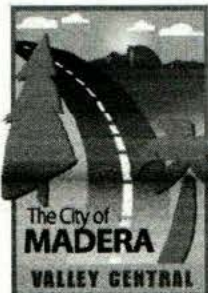
WHEREAS, the City of Madera received an application from Balwinder Singh requesting to be considered as nominee to serve on the City of Madera Planning Commission; and

WHEREAS, Balwinder Singh has been nominated by Councilwoman Anita Evans to serve on the City of Madera Planning Commission; and

WHEREAS, it is the intention and desire of the City Council to appoint Balwinder Singh to the Planning Commission; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HERBY RESOLVE,
FIND AND ORDER AS FOLLOWS:**

1. Balwinder Singh is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law; and
2. The Resolution is effective immediately upon adoption.



CITY OF MADERA

COMMISSION, BOARD, AND COMMITTEE

APPLICATION

I hereby request that I be considered as a nominee for the following City of Madera Commission, Board, or Committee:

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| ☐ ADA Advisory Council | ☐ Airport Advisory Commission |
| ☐ Beautification Committee | ☐ Civil Service Commission |
| ☐ CDBG Block Grant Commission | ☐ Loan Review Committee |
| ☒ Planning Commission | ☐ Transit Advisory Board |
| ☐ Other: _____ | |

Please type or print in ink.

LAST NAME	FIRST NAME	M.I.
Singh	Balwinder	
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
	Madera CA 93637	
MAILING ADDRESS	CITY, STATE, ZIP	E-MAIL ADDRESS
	Madera CA 93637	
EMPLOYER	JOB TITLE	BUSINESS PHONE
Self SBA SANTI INC.	President	

LENGTH OF RESIDENCE IN CITY OF MADERA <u>30</u> YEARS <u> </u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? ☒ YES ☐ NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? ☐ YES ☒ NO
---	--	--

EDUCATIONAL BACKGROUND:

Graduate of Alpha Elementary school, Thomas Jefferson Middle school, Madera High North Campus. 4 Year High school Varsity letter Winner, Honors student, 4 year High School ASB Member.

PLEASE LIST ANY ORGANIZATIONS OF WHICH YOU ARE A MEMBER AND ANY OFFICES YOU HAVE HELD IN THOSE ORGANIZATIONS:

(APCA) American Petroleum Convenience Store Association
Board Member Fresno/Madera Chapter. Rotans Madera member.

PLEASE LIST ANY APPOINTED PUBLIC BOARDS OR COMMISSIONS ON WHICH YOU HAVE SERVED, DATES OF SERVICE AND ANY CHAIRMANSHIP OR OFFICE HELD:

Madera High Speed Rail advisors committee member.
Rotans Madera Saint Patrys day committee. member.

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

For as long as I know I have called Madera my Home. My Drive to help improve our community has pushed me to want to be involved much more in our Local Government. I Love to serve our community on multiple levels and Being involved in business in our community I feel I can bring a great deal of expertise to
REFERENCES (Optional): our Planning Commission Board.

Isreal Cortez

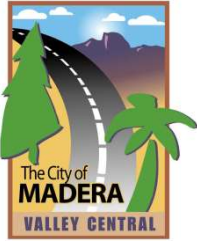
RIC Arradando

05/5/2021
DATE


SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street, Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-8

SUBJECT:

Surplus Property

RECOMMENDATION:

Approve a minute order declaring certain property as identified on the Surplus Property List to be surplus consistent with the City Purchasing Policy

SUMMARY:

Staff will periodically recommend vehicles, equipment, and other personal property of the City for disposal, in accordance with Section 10.3 of the City Purchasing Policy. The items detailed in Attachment 1, Surplus Property List have been identified as surplus by various departments and upon Council's approval will be listed for sale through public auction. Any items that cannot be sold will then be recycled or scrapped.

DISCUSSION:

The items listed for surplus have reached the end of their useful life and/or no longer serve a purpose to the City. Many of the items listed were gathered from the City's Fleet Manager to alleviate space needed to house remaining vehicles that are still in operation. Other items listed are obsolete, unreliable, or costly to continue to store or operate.

FINANCIAL IMPACT:

Proceeds from sale will increase fund balances of originating departments. In addition, the City will no longer have to pay to maintain, store, or repair vehicles, equipment, and other personal property; this represents a positive fiscal impact as well.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The requested action is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If Council does not approve the request, the items listed will not be listed for sale through public auction and will remain in their respective departments.

ATTACHMENTS:

1. Surplus Property List

ATTACHMENT 1

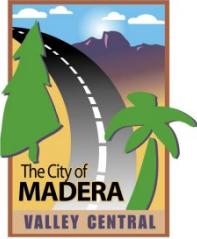
Surplus Property List

Table 1: Vehicles & Equipment

ID #	Dept.	Year	Make	Model	Description	VIN/Serial #	Engine Type
332	Airport	2004	JD	5520	Tractor w/Loader bucket	LV5520S452775	Diesel
381	Building	2007	Chevy	1500	½-Ton Pickup	3GCEC14V07G191532	Gas
275	Engineering	2001	Dodge	1500	½-Ton Extended Cab Pickup	1B7HC13Y21J564861	Gas
N/A	Fleet	2014	Venturo	ET8K	Truck Mount Crane	45038	N/A
N/A	Fleet	2015	Venturo	ET8KX	Truck Mount Crane	73093	N/A
N/A	Fleet	N/A	Venturo	ET6KR	Truck Mount Crane	42656	N/A
N/A	Fleet	N/A	Venturo	ET6KR	Truck Mount Crane	42907	N/A
N/A	Fleet	N/A	Truck Vault	N/A	In-Vehicle Storage Box	421518	N/A
N/A	Fleet	2012	Kubota	D1105	1.1L Used Engine	1CX0161	Diesel
365	Fleet	2006	Chevy	1500	½-Ton Pickup	1GCEC14Z66E205877	Gas
376	Fleet	2006	Honda	Civic	CNG Sedan	1HGFA465L000193	CNG
360	Fleet	2006	Chevy	1500	½-Ton Pickup	1GCEC14Z56E205028	Gas
359	Neighborhood Revitalization	2006	Dodge	Stratus	Sedan	1B3EL46X46N134841	Gas
163	Parks	1988	Jacobson	N/A	Flat Bed Trailer	1P9TF1627J043313	N/A
237	Parks	1998	New Holland	2120	Tractor 43 HP	UV29228	Diesel
5005	Parks	2015	TRU	N/A	Landscape Trailer	1T9EN1429F1042513	N/A
638	Police Department	2009	Chevy	Impala	Sedan	2G1WB57K791274749	Gas
639	Police Department	2009	Ford	Crown Victoria	Sedan	2FAHP71V99X117405	Gas
652	Police Department	2011	Ford	Crown Victoria	Sedan	2FABP7BVXB104642	Gas
654	Police Department	2011	Ford	Crown Victoria	Sedan	2FABP7BV3BX104644	Gas
658	Police Department	2011	Ford	Crown Victoria	Sedan	2FABP7BV3BX169669	Gas
659	Police Department	2011	Ford	Crown Victoria	Sedan	2FABP7BVXB169670	Gas
6001	Police Department	2013	Ford	Taurus	Sedan	1FAHP2MK3DG222539	Gas
N/A	Sewer	N/A	Target	PACIV14KC	Concrete Saw	285357	Gas
6	Streets	1982	MAS Corp	TT-130-82-308	Emulsion Sprayer	N/A	Gas/Propane
9	Streets	2007	Custom	N/A	Hot Box Trailer w/Generator	LN2UT08187G008826	Gas
287	Streets	2001	Case	621C	Wheel Loader	JEE0125555	Diesel
5002	Streets	N/A	Custom	N/A	Custom Barricade Trailer	N/A	N/A
329	Streets	2003	TYMCO	600	Street Cleaner CNG	1FVABT8524HM31170	CNG
N/A	Streets	N/A	Duro	2113	Hose Reel (6 each)	N/A	N/A
N/A	Streets	N/A	Atlas Copco	N/A	Air Compressor	N/A	PTO
N/A	Streets	N/A	Quincy	N/A	Air Compressor	N/A	Gas
N/A	Streets	N/A	Husky	6250	Generator	N/A	Gas
N/A	Streets	N/A	Speedaire	4GB42	Air Compressor	07 13 20166780	Gas
N/A	Streets	N/A	Stanley	350447	Portable Hydraulic Pump	N/A	Diesel
N/A	Streets	N/A	Homelite	202432	3" Pump w/ 8 HP Briggs	N/A	Gas
N/A	Streets	N/A	Homelite	202432	3" Pump w/ 8 HP Briggs	N/A	Gas
N/A	Streets	N/A	Custom	N/A	Bed rack for cement	N/A	N/A
N/A	Streets	N/A	Sears	NIF Series	50-Gallon Sprayer	N/A	Gas
Bus #30	Transit	2008	Ford	Starcraft	26-Ft Cutaway	1FD4E45548DA59752	CNG
Bus #31	Transit	2008	Ford	Starcraft	26-Ft Cutaway	1FD4E45518DB29515	CNG
Bus #32	Transit	2009	Chevy	AeroElite	32-Ft Cutaway	1GBG5V1G99F404258	CNG
Bus #33	Transit	2009	Chevy	AeroElite	32-Ft Cutaway	1GBG5V1G49F405060	Gas
Bus #35	Transit	2008	Ford	Starcraft	26-Ft Cutaway	1FD4E45548DB57292	Gas
Bus #36	Transit	2008	Ford	Starcraft	26-Ft Cutaway	1FD4E45578DB57285	Gas
284	Water	2001	Honda	Civic	CNG Sedan	1HGEN26481L00343	CNG
298	Water	2001	Ditch Witch	1230H	Trencher w/Trailer	1DSB071A6117V0101	Gas
363	Water	2006	Chevy	1500	½-Ton Pickup	1GCEC14Z56E205675	Gas
N/A	WWTP	N/A	Mechanical Assoc.	Custom	SS Gate Valve	N/A	N/A
321	WWTP	1999	JD	DW770	Motor Grader	DW770CH573066	Diesel
395	WWTP	1984	Rhino	N/A	Yard Truck	AGMH2FA84EF0432297	Propane

Table 2: Furniture/Miscellaneous Items & Equipment

Item Count	Dept.	Manufacturer	Asset #	Serial/Model #	Description
1	Water	Hurco	Unknown	Spin 400 /090804108	Valve Spinning Machine
1	Water	Unknown	Unknown	N/A	12-inch Heat Exchanger
1	Water	Manitowoc	Unknown	QY0214A	Q210 Ice Machine



REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-9

SUBJECT:

Preparation of the 2020 Urban Water Management Plan

RECOMMENDATION:

Adopt a Resolution approving an agreement with Provost & Pritchard Consulting Group for preparation of the 2020 Urban Water Management Plan

SUMMARY:

In March 2021, the City issued a Request for Proposal (RFP) for the consulting and preparation of the 2020 Urban Water Management Plan. Four proposals were received and evaluated by City staff. The evaluating team is recommending the selection of Provost & Pritchard Consulting Group (P&P) to perform the 2020 Urban Water Management Plan.

The City last prepared an Urban Water Management Plan update in 2015. The City is requesting an update of its 2015 Urban Water Management Plan to include:

- New Department of Water Resources (DWR) reporting requirements
- Conservation program currently under development, and
- Water demands reflecting current land use planning for the City

DISCUSSION:

The City is required to adopt an Urban Water Management Plan (UWMP) every five years with the updated plan submitted to the Department of Water Resources (DWR). This proposed agreement provides professional services to update the existing UWMP last updated in 2015. The required update is based on data between 2015 and 2020 and the 2020 report is due in October of 2021 that is why the RFP is being conducted in this current year. The City is requesting the update of the plan to include the new 2020 Department of Water Resources reporting

requirements, conservation program and water demands reflecting current land use planning for the City.

The City requires the preparation of an updated UWMP from a qualified professional service provider and Provost & Pritchard Consulting Group has the necessary experience and qualifications to provide an updated UWMP and provided the best overall proposal. Provost and Pritchard will start working on the UWMP in June and is expected to have it completed October 2021.

The attached agreement outlines that P&P will conduct the following tasks.

Task 1 – Data Collection and Review

- A. Research, identify and review existing data that is available. This includes:
 - a. Maps
 - b. Reports
 - c. General Plans
 - d. Specific Plans
 - e. Any other records necessary to develop the Plan using current data

Task 2 – Preparation of 2020 Urban Water Management Plan

- B. Follow 2020 DWR Guidelines and include the following:
 - a. Assist City in coordination of plan with other agencies
 - b. Service area information with a 20-year projection
 - i. Population
 - ii. Climate
 - iii. Housing density, development, and income levels, etc.
 - c. Water sources
 - i. Current and planned surface water supplies
 - ii. Groundwater supplies
 - 1. Pumping rights
 - 2. Amount of groundwater pumped
 - 3. Amount of groundwater projected to be pumped
 - d. Reliability of Supply
 - i. Supply reliability in acre feet/year
 - ii. Basis of water year data
 - iii. Factors resulting in inconsistency of supply
 - e. Water transfer and exchange opportunities
 - f. Water use by customer type using a 20-year projection
 - i. Sales to other agencies
 - ii. Additional water uses and losses

- iii. Total water uses
- g. Demand management Measures
- h. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council
- i. Evaluation of Demand Management Measures not implemented
- j. Planned water supply projects and programs
- k. Development of desalinated water (expected to not be a project to consider for the City)
- l. Current or projected supply
- m. Water shortage contingency plan
- n. Recycled water plan
- o. Water quality impacts on reliability
- p. Water service reliability

Task 3 – Water Conservation Ordinance Revision

- P&P will review and provide recommendations on revisions to the City’s water conservation ordinance to fit the updated guidance within the UWMP’s Water Shortage Contingency Plan section.
- The City’s current water conservation ordinances may be may be viewed online at: https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-2914

Task 4 – Meetings and Presentations

- P&P will attend up to four meetings to discuss data and internal review comments.
- P&P will attend a Council meeting.

Task 5 –Submittals

P&P will provide an electronic file of the final approved report.

CONSULTANT SELECTION PROCESS

A competitive RFP for consultant services was released on March 17, 2021, which ran through April 16, 2021. The RFP was advertised in the Madera Tribune, posted on the City Website, and notification of the RFP was emailed to a list of 4 prospective bidders. The City’s team comprised of staff from Public Works and Engineering evaluated four proposals from specialized consultants. Table 1 provides a summary of submittals, along with costs.

Table 1: Consultant Names and Proposal Amounts	
<i>Firm</i>	<i>Bid</i>
Akel Engineering Group, Inc.	\$39,920
MKN	\$45,940
Provost & Pritchard Consulting Group	\$52,491
Tully & Young	\$62,365

Table 2 provides a scoring summary based on criteria pre-established by staff. It is noted that P&P received the highest score (see Table 3) and staff's recommendation is not based solely on the lowest bid. Rather, the recommended award is based on the best overall value to the City, including competitive pricing and the required services as outlined in the RFP. Evaluation scores were computed based upon a weighted formula. The evaluation criteria included the following:

Table 2: Evaluation Criteria and Maximum Evaluation Score	
<i>Criteria</i>	<i>Max. Evaluation Score</i>
Completeness of Response	Pass/Fail
Qualifications & Experience of Firm	25
Qualification & Experience of Key Personnel	25
Method and Approach	40
Cost Proposal	10
<i>Total Maximum Score</i>	100

Table 3: Evaluation Scores	
<i>Firm</i>	<i>Evaluation Score</i>
Akel Engineering Group	982.00
MKN & Associates	847.34
Provost & Pritchard Consulting Group	1044.08
Tully and Young	1008.02

P&P proposal was structured to comprehensively update the critical components of the UWMP consistent with updated guidelines. Moreover, they stressed the need to work closely with staff to develop recommendations and clearly communicate the results to the City. It is worth noting P&P also completed the City's 2015 UWMP, thus they have familiarity with the City's operations.

FINANCIAL IMPACT:

The funding for this agreement has been set aside in Public Works Water Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This item addresses multiple Vision action items such as: improved infrastructure, efficient use of groundwater and dependable water supply.

ALTERNATIVES:

Potential Council alternatives include:

- Not approve the proposed Agreement
- Direct staff to re-release RFP for 2020 UWMP
- Direct staff to negotiate with a different consultant

ATTACHMENTS:

1. Resolution
 - a. Professional Services Agreement- Provost & Pritchard Consulting Group

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD
CONSULTING GROUP FOR THE CONSULTING AND PREPARATION OF THE
2020 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the City is in need of a qualified and experienced consulting firm to prepare the City's 2020 Urban Water Management Plan; and

WHEREAS, the City released a Request for Proposal (RFP) on March 17, 2020, seeking experienced and qualified consultants to assist the City in preparing the Urban Water Management Plan; and

WHEREAS, the RFP was published on March 17, 2021 for 31 days; and

WHEREAS, the City received four responses to the Request for Proposal; and

WHEREAS, the City established an objective scoring system to rank proposals; and

WHEREAS, City's review concluded the most qualified applicant to complete the 2020 Urban Water Management Plan is Provost & Pritchard Consulting Group; and

WHEREAS, City has prepared an Agreement with Provost & Pritchard Consulting Group for the completion the 2020 Urban Water Management Plan.

NOW, THEREFORE, the City Council of the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Consultant Agreement regarding preparation of the 2020 Urban Water Management Plan attached as Attachment A is approved.
3. The resolution is effective immediately upon adoption.

CITY OF MADERA

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and Provost & Pritchard Consulting Group ("Consultant"). This Agreement shall be effective on the date signed by City which shall occur after execution by Consultant ("Effective Date").

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to prepare the 2020 Urban Water Management Plan.

B. Consultant submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a consultant and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Consultant to perform the requested Services on the basis of Consultant's demonstrated competence and professional qualifications.

D. City desires to retain Consultant, and Consultant desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" set forth in **Exhibit A** attached hereto and incorporated by reference herein, and as may be revised by mutual agreement of the parties. Consultant warrants that it is qualified to perform the Services under this Agreement. Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the work to be performed under this Agreement.

2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier.

- (a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.
- (b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A," unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant.
3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:
- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant per monthly invoice. Both parties agree that Consultant's proposal to complete the Services is \$52,491 and that the Services are anticipated to be completed by October 31, 2021.
- (b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.
- (c) City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
5. Standard of Care. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. Consultant represents that

to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. CONSULTANT shall be released and held harmless by the City from any and all liability,

including legal costs and attorneys' fees, with respect to reuse of Work Product. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant.

City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a.. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Consultant shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, and agents harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation

reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the City arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years.

In no event shall either party's total liability under this Agreement exceed \$200,000. Furthermore, in no event shall either party be liable to the other for indirect, consequential, special or liquidated damages.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City:	John Botwright Madera Public Works 1030 S Gateway Dr Madera, CA 93637	To Consultant:	Heather Bashian Provost & Pritchard Consulting Group 286 W. Cromwell Avenue Fresno, CA 93711
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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

24. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

25. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

26. Attorneys Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant

employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

31. Compliance with All Laws. In providing the services required under this Agreement, Consultant shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

CONSULTANT

By: _____
Santos Garcia, Mayor

By: _____
Heather Bashian, Vice President

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF SERVICES

PROJECT OBJECTIVES

The chosen firm will need to update the City of Madera's existing 2015 Urban Water Management Plan in accordance with the Urban Water Management Planning Act of 1983, as amended, meeting all objectives established by the California Department of Water Resources. The Scope of Services for the 2020 Urban Water Management Plan includes the following:

Task 1 – Data Collection and Review

- A. Research, identify and review existing data that is available. This includes:
 - a. Maps
 - b. Reports
 - c. General Plans
 - d. Specific Plans
 - e. Any other records necessary to develop the Plan using current data

Task 2 – Preparation of 2020 Urban Water Management Plan

- A. Follow 2020 DWR Guidelines and include the following:
 - a. Assist City in coordination of plan with other agencies
 - b. Service area information with a 20-year projection
 - i. Population
 - ii. Climate
 - iii. Housing density, development, and income levels, etc.
 - c. Water sources
 - i. Current and planned surface water supplies
 - ii. Groundwater supplies
 - 1. Pumping rights
 - 2. Amount of groundwater pumped
 - 3. Amount of groundwater projected to be pumped
 - d. Reliability of Supply
 - i. Supply reliability in acre feet/year
 - ii. Basis of water year data
 - iii. Factors resulting in inconsistency of supply

- e. Water transfer and exchange opportunities
- f. Water use by customer type using a 20-year projection
 - i. Sales to other agencies
 - ii. Additional water uses and losses
 - iii. Total water uses
- g. Demand management Measures
 - i. Measurement of 14 Best Management Practices as established by the California Urban Water Conservation Council
- h. Evaluation of Demand Management Measures not implemented
- i. Planned water supply projects and programs
- j. Development of desalinated water (expected to not be a project to consider for the City)
- k. Current or projected supply
- l. Water shortage contingency plan
- m. Recycled water plan
- n. Water quality impacts on reliability
- o. Water service reliability

Task 3 – Water Conservation Ordinance Revision

Review and provide recommendations on revisions to the City’s water conservation ordinance to fit the updated guidance within the UWMP’s Water Shortage Contingency Plan section. The City’s current water conservation ordinances can be found in the City of Madera’s Municipal Codes within sections 5-5.10 through 5-5.14 and may be viewed online at:

https://codelibrary.amlegal.com/codes/madera/latest/madera_ca/0-0-0-2914

Task 4 – Meetings and Presentations

Selected firm will agree to attend up to four meetings to discuss data and internal review comments. Meetings will be held through a virtual meeting platform such as Zoom.

Telephone calls and electronic methods of communication will happen as normal course of business and will not be counted against the meeting schedule.

Selected firm shall also plan on attending one review meeting with the Madera City Council; staff will make presentations with consultant to provide backup as necessary. This meeting will occur at a City Council meeting, typically occurring the first and third Wednesday of each month at 6:00 pm.

Task 5 –Submittals

An electronic copy of the first review draft shall be provided.

Five (5) copies of the final report shall be prepared by the selected firm for distribution by the City of Madera.

An electronic file of the final approved report shall be provided to the City of Madera in PDF and Word format.

EXHIBIT B

Insurance Requirements for Consultants

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term

of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

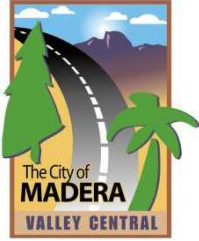
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 2, 2021

Keith Helmuth, Department Director

Agenda Number: B-10

Arnoldo Rodriguez, City Manager

SUBJECT:

Application for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2021/22

RECOMMENDATION:

Adopt a Resolution Approving the Applications for TDA – LTF and STA Funds for FY 2021/22 and Authorizing the City Engineer to execute and submit the Applications to the Madera County Transportation Commission (MCTC)

SUMMARY:

The TDA-LTF and STA applications describe the proposed expenditures for the MCTC approved allocation of TDA funds for FY 2021/22. City staff recommends the proposed expenditures and will include them in the proposed FY 2021/22 City Budget.

The LTF allocation to the City in the amount of \$1,807,707 for FY 2021/22 must be used for transportation related services such as transit services, street construction, program planning, and administration. Projects in the Capital Improvement Plan (CIP) for the City have been created and approved by Council for the use of these funds. The LTF allocation for FY 2021/22 is \$7,039 less than the FY 2020/21 allocation.

The STA proposed allocation of \$464,103 for FY 2021/22 must be used for transit related programs only. Therefore, the funds are programmed for operations of the Madera Metro Bus System. The STA allocation for FY 2021/22 has increased by \$117,819.

DISCUSSION:

The Transportation Development Act (TDA) provides two funding sources:

1. Local Transportation Fund (LTF) derived from a ¼ cent of the general sales tax collected statewide. LTF is used for transportation related services such as transit, street construction, program planning, and administration.
2. State Transit Assistance fund (STA) is derived from the statewide sales tax on diesel fuel. STA is limited to transit related programs only.

The TDA provides two major sources of funding for public transportation. These funds are for the development and support of public transportation needs that exist in California and are allocated to areas of each county based on population, taxable sales, and transit performance. Some counties have the option of using LTF for local streets and road projects if they can show there are no unmet transit needs.

The main purpose and priority of the TDA is to provide funding for public transportation. Historically, the City has availed itself of its ability to utilize LTF for the purposes of assisting in other transportation needs, road improvements, and support of transportation related activities within the Engineering Division.

Local agencies are required to submit applications for LTF and STA funds annually for approval by the Madera County Transportation Commission (MCTC) Board. These applications describe the intended use of the funds and require Council approval. The LTF application will also be brought back to Council for amendment once the carryover balance from the previous FY is validated with MCTC.

The STA and LTF applications are prepared for funds apportioned to the City, County of Madera, and City of Chowchilla based on population pursuant to the Transportation Development Act (TDA). 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 FY.

As outlined in Public Utilities Code (PUC) Section 99233, the LTF is allocated in a specific priority order. LTF are programmed first for transit services based on the premise that the unmet transit needs process has been prepared and conducted by the MCTC, and operational needs determined by City staff. After allocating the amounts needed for Transit, 2% for Bicycle and pedestrian facilities and projects, and 3% for MCTC Transportation Planning and Programming, the remaining LTF are typically programmed for street construction and maintenance projects that are identified in the City's CIP to include planning, acquisition of real property, construction of facilities, and administration.

The distribution of LTF shown on the application consist of the following:

Table 1: LTF Allocation for FY 2021/22	
<i>Activity</i>	<i>Amount</i>
Transit Services & Capital Outlay	\$783,856
Bicycle/Pedestrian Facilities	\$38,057
Transportation Planning (MCTC)	\$57,085
Transportation Improvement Projects	\$928,709
Total	\$1,807,707

As part of previous application expenditure reviews, staff identified a concern relative to the ongoing stability of previously adhered practices in relation to planning for the use of available LTF funding. This concern had been alluded to in several previous staff reports to Council in that expenditures of LTF funding toward transit activities had been increasing at a greater pace than TDA funding (Overall STA or STA and LTF combined has been increasing). This led staff to the conclusion that expenditures that may be covered by LTF for Engineering Division operations or projects may need to be reduced over the next several years.

The influx of funding to offset impacts due to the COVID-19 pandemic has provided relief to Transit's draw from LTF this year and possibly into the next couple of years. However, as those resources close out and with any expansion to the transit system, the net affect will likely be a reduction in available funding for Engineering Division operations and streets and roads projects.

FINANCIAL IMPACT:

For this cycle and near term, the next several cycles, there are no identified impacts to the General Fund.

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.

ALTERNATIVES:

Provide staff direction from Council on how to better utilize available funds.

ATTACHMENTS:

1. Resolution

Exhibit A – Application

Attachment 1
Resolution

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT (TDA) – LOCAL TRANSPORTATION FUNDS (LTF) AND STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FISCAL YEAR (FY) 2021/22 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO MADERA COUNTY TRANSPORTATION COMMISSION (MCTC)

WHEREAS, the TDA - LTF and STA funds are annually allocated by MCTC pursuant to the TDA; and

WHEREAS, the City of Madera prepares the 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 FY 2021/22 that describe the intended uses of these funds have been submitted to Council for review and approval.

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

1. The above recitals are true and correct.
2. The FY 2021/22 applications for TDA – LTF and STA funds as allocated to the City of Madera by MCTC are attached hereto as Exhibit A and referred to for particulars are necessary for the City of Madera to receive TDA – LTF and STA funds.
3. The applications are hereby approved.
4. The City Engineer is authorized to execute the applications and submit to MCTC.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Applications

MADERA COUNTY TRANSPORTATION COMMISSION
TRANSPORTATION DEVELOPMENT ACT APPLICATION SUMMARY - FORM A
(All claimants must complete this document)

Line

1 Project Year (FY) 2021-22

2 Claimant City of Madera

3 Address 205 W. Fourth Street, Madera, CA

4 Contact Person Nicole Say Title Administrative Analyst

5 Telephone Number (559) 661-3688

6 The above named claimant hereby applies for allocations of Transportation Development Act funds for FY 2021-22 for the purposes and in the amount(s) specified below:

Purpose	
Local Transportation Fund	
7 Regional Transportation Planning (PUC 99262 & 99402)	\$ 57,085.00
8 Pedestrian & Bikeway Facilities (PUC 99234)	\$ 38,057.00
9 Article 4 Transit (PUC 99260)	
10 Article 4.5 Community Transit (PUC 99275)	
11 Article 8a Streets & Roads (PUC 99400a)	\$ 928,709.00
12 Article 8b Rail (PUC 99400b)	
13 Article 8c Transit Contracts (PUC 99400c)	\$ 783,856.00
14 TOTAL LTF	\$ 1,807,707.00
State Transit Assistance	
15 Transportation Planning	\$ 464,103.00
16 Mass Transportation	
17 TOTAL STA	\$ 464,103.00
18 TOTAL TRANSPORTATION DEVELOPMENT ACT APPLICATION (add lines 14 and 17)	\$ 2,271,810.00

Claimant acknowledges that payment by the County Auditor of an allocation made by MCTC is subject to such monies being on hand and available for distribution and to the provision that such moneys be used only in accordance with the terms of the allocation instruction issued by MCTC.

19 By: Nicole Say

20 Title: Administrative Analyst

21 Date: 5/10/2021

I hereby attest to the reasonableness and accuracy of the financial statements included in Documents D, E, & F. (Sec. 6632)

22 Signed: 

23 Name: Keith B. Helmuth, PE

24 Title: City Engineer

Reference: CCR Section 6630

Approved by MCTC:

Authorized Official Date

FORM A

MADERA COUNTY TRANSPORTATION COMMISSION
Application for Transportation Development Act Funds - **Form A.1**
Local Transportation Fund (LTF)
Fiscal Year 2021/22

Applicant Agency and Project Manager:

City of Madera

This form is to be used when making an application to use LTF 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 99260 (Article 4):

1. Name of Service:	_____	\$	_____
2. Name of Service:	_____	\$	_____
TOTAL:		\$	-

Transportation Services, Section 99400 (b,c,d) (Article 8):

1. Name of Service, Contractor:	Madera Metro, Intermodal Ops & Capital	\$	783,856.00
2. Name of Service, Contractor:	_____	\$	_____
3. Name of Service, Contractor:	_____	\$	_____
4. Name of Service, Contractor:	_____	\$	_____
TOTAL:		\$	783,856.00

Pedestrian and Bicycle Facilities, Section 99234 (Article 3):

Project Name, if applicable

1.	_____	\$	38,057.00
2.	_____	\$	_____
3.	_____	\$	_____
TOTAL:		\$	38,057.00

Transportation Planning Services, Section 99402 (Article 8):

MCTC regional transportation planning activities on behalf of member agencies \$ 57,085.00

Local Agency transportation planning activities (or Contracted Services) \$

Additional planning project or contracted transportation planning work \$

TOTAL: \$ 57,085.00

Street and Road Projects, Section 99402 (Article 8):

Article 8 Funds Requested for Street & Road Projects \$ 928,709.00

GRAND TOTAL: \$ 1,807,707.00

Submitted By:

Keith Helmuth
Keith Helmuth (May 27, 2021 07:42 PDT)

City Engineer

Signature of Local Official, Title

May 27, 2021

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

MADERA COUNTY TRANSPORTATION COMMISSION
Application for Transportation Development Act Funds - **Form A.2**
State Transit Assistance (STA)
Fiscal Year 2021/22

Applicant Agency and Project Manager:

City of Madera

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

FUNDING REQUEST:

Transportation Services:

1. Name of Service, Contractor:	<u>Madera Metro, Dial-A-Ride, Intermodal</u>	\$ <u>464,103.00</u>
2. Name of Service, Contractor:	<u></u>	\$ <u></u>
3. Name of Service, Contractor:	<u></u>	\$ <u></u>
4. Name of Service, Contractor:	<u></u>	\$ <u></u>
5. Name of Service, Contractor:	<u></u>	\$ <u></u>
TOTAL:		\$ <u>464,103.00</u>

Transportation Planning Services:

MCTC transit planning activities on behalf of member agencies.	\$ <u></u>
Local Agency transportation planning activities (or Contract Services)	\$ <u></u>
Additional planning project or contracted transportation planning work	\$ <u></u>
TOTAL:	\$ <u>-</u>

SUMMARY of PROPOSED EXPENDITURES

Transportation Services	\$ <u>464,103.00</u>
Transportation Planning Services	\$ <u>-</u>
GRAND TOTAL:	\$ <u>464,103.00</u>

Submitted By:

Keith Helmuth
Keith Helmuth (May 27, 2021 07:42 PDT)

City Engineer

Signature of Local Official, Title

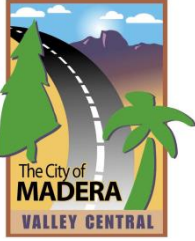
Approved by MCTC:

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



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, City Engineer

A handwritten signature in blue ink, appearing to read "Arnoldo Rodriguez".

Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-11

SUBJECT:

Project List for Fiscal Year (FY) 2021/22 Funded by Senate Bill (SB 1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution adopting the City project list for FY 2021/22 funded by the SB 1 RMRA account of the Local Streets and Roads funding program

SUMMARY:

On April 28, 2017 the Governor of the State of California signed SB 1, known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation, and critical safety needs on both the State Highway and local streets and road system.

The State Controller (Controller) deposits portions of new funding from increases to certain fuel excise and sales taxes and vehicle registration fees into the RMRA Account of which a percentage is apportioned by the Controller to eligible cities and counties.

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds, an eligible municipality shall submit to the California Transportation Commission (CTC) a list of eligible projects proposed to be funded with RMRA funds pursuant to an adopted resolution by the applicable Council or County Board of Supervisors at a regular meeting. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

DISCUSSION:

In FY 2019/20 the City received \$1,150,369 of RMRA revenue, that was combined with Measure T revenue to fund projects that included Micro-surfacing and Asphalt Concrete Overlays (R-000077 of the Capital Improvement Plan) Project.

The following street segments were rehabbed as part of this project.

- Yosemite Avenue from Q Street to I Street
- Multiple segments along Tozer Street from Almond Avenue to Clinton Street
- Road 28 ¼ from Pecan Avenue to City Limits

The following street segments shown on Table 1 are anticipated to be rehabbed as part of the FY 2021/22 RMRA cycle. A map of said improvements is provided in Exhibit B.

<i>Table 1: RMRA List of Projects FY 2021/22</i>	
<i>Project Location</i>	<i>Anticipated Treatment</i>
Austin Avenue from Adell Street to Clark Street	Overlay
Cleveland Avenue from Tulare Street to Raymond Road	Surface Seal
Raymond Road from Cleveland Avenue to City Limits	Overlay
Sherwood Way from Country Club to Davis Street	Overlay
Sherwood Way from Davis Street to D Street	Surface Seal
D Street from Sherwood Way to 4th Street	Surface Seal
Sunset Avenue from Linden Avenue to 4th Street	Surface Seal
Howard Avenue from Granada Drive to Amerine Avenue	Surface Seal
Stadium Road from Pecan Avenue to Gamay Avenue	Surface Seal
Olive Avenue from Mariposa Street to Tozer Street	Overlay
Woodlands Drive from Sunset Avenue Woodlands Court	Surface Seal
Hillcrest Court from West to East	Surface Seal
Forest Court from West End to Woodlands Drive	Surface Seal
Forest Lane from Woodlands Drive to Cedar Creek Lake	Surface Seal

FY 2021/22 marks the 5th year that the City is receiving SB 1 funding. This funding enables the City to continue essential road maintenance and rehabilitation projects, safety improvements

and the repair of aging bridges. As highlighted on Table 2, the City anticipates receiving approximately \$1,250,000 in the upcoming FY.

Table 2: RMRA Revenue per FY				
<i>FY 2017/18</i>	<i>FY 2018/19</i>	<i>FY 2019/20</i>	<i>FY 2020/21</i>	<i>FY 2021/22</i>
\$387,211	\$1,071,337	\$1,150,369	\$1,121,000	1,250,000

The City now uses Pavement Management System (PMS) software to validate that revenues are used in the most cost-effective projects. The PMS was utilized to develop the project list for exclusively for arterial and collector streets. This is because the local/residential streets have yet to be added in the PMS. The portion of the list that reflects local/residential streets was generated by the Public Works Department based on the same philosophy to select the most cost-effective projects. Upon generation of the list, projects are inspected by Engineering and Public Works staff so that the optimum technologies are selected to extend the life of streets and to reduce future maintenance costs.

It is anticipated that the FY 2021/22 RMRA funds will be split between arterial/ collector streets and local/residential streets and the most appropriate treatment will be selected to extend the life of the pavement to it's maximum potential. Exhibit A, attached to this preport, identifies the streets and roads that will be submitted to the CTC for consideration. At present, the list has a combined value of approximately \$2,500,000 while the anticipated funding from RMRA is approximately \$1,250,000. An additional \$1,250,000 of Measure T RTP/3R is anticipated to be combined with the RMRA funds. As a general rule, larger projects cost less in comparison to smaller projects due to economies of scale. In addition, staff recommends a greater number of projects than can be constructed based on the current anticipated construction costs. This is done because it is possible for bid prices to come in lower than planned due to varying market conditions. If the bid prices come in exceptionally low, it also allows the City to elect to add additional Measure T funding allowing for the possibility that additional streets may be included in the project.

The City, upon expending program funds, is required to submit documentation to the CTC that details the expenditure of RMRA funds. This documentation includes a description and location, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement. The submittal of the project list and reporting process is done through the CalSmart website provided by CTC.

Staff is hereby recommending that Council approve the project list as presented for the City of Madera.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as part of this action. The project, when awarded through a separate action will be funded by revenues generated by the SB1 RMRA and Measure T RTP/3R with no General Fund impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy by 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 other actions of goals contained in the plan

ALTERNATIVES:

Should the Council elect to not approve the resolution adopting the City of Madera project list for fiscal year 2021/22 funded by the SB 1 Road Maintenance and Rehabilitation account, then the following alternatives can be considered:

1. Provide guidance to staff to modify the project list.
2. Elect not to approve the project list and become ineligible for SB 1 RMRA funds.

ATTACHMENTS:

1. Resolution
Exhibit A – Project List
Exhibit B – Project Location Map

ATTACHMENT 1

Resolution

RESOLUTION NO. 21 - _____

**RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL
YEAR (FY) 2021/22 FUNDED BY THE SENATE BILL (SB 1) ROAD
MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) – LOCAL
STREETS AND ROADS FUNDING PROGRAM**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Madera are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Madera must adopt by resolution a list of all projects proposed to receive funding from the RMRA, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Madera, is anticipated to receive an estimated \$1,250,000 in RMRA funding in FY 2021/2022 from SB 1; and

WHEREAS, this is the fifth year in which the City of Madera is receiving SB 1 funding and will enable the City of Madera to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Madera used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, funding from SB 1 will help the City of Madera maintain and rehabilitate various streets/roads throughout the City of Madera this year and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Madera's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an improved condition; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, has significant positive co-benefits citywide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Madera, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council approves the FY 2021/2022 SB 1 Project List planned to be funded with RMRA revenues attached in Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * *

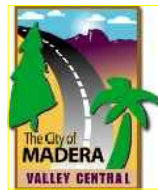
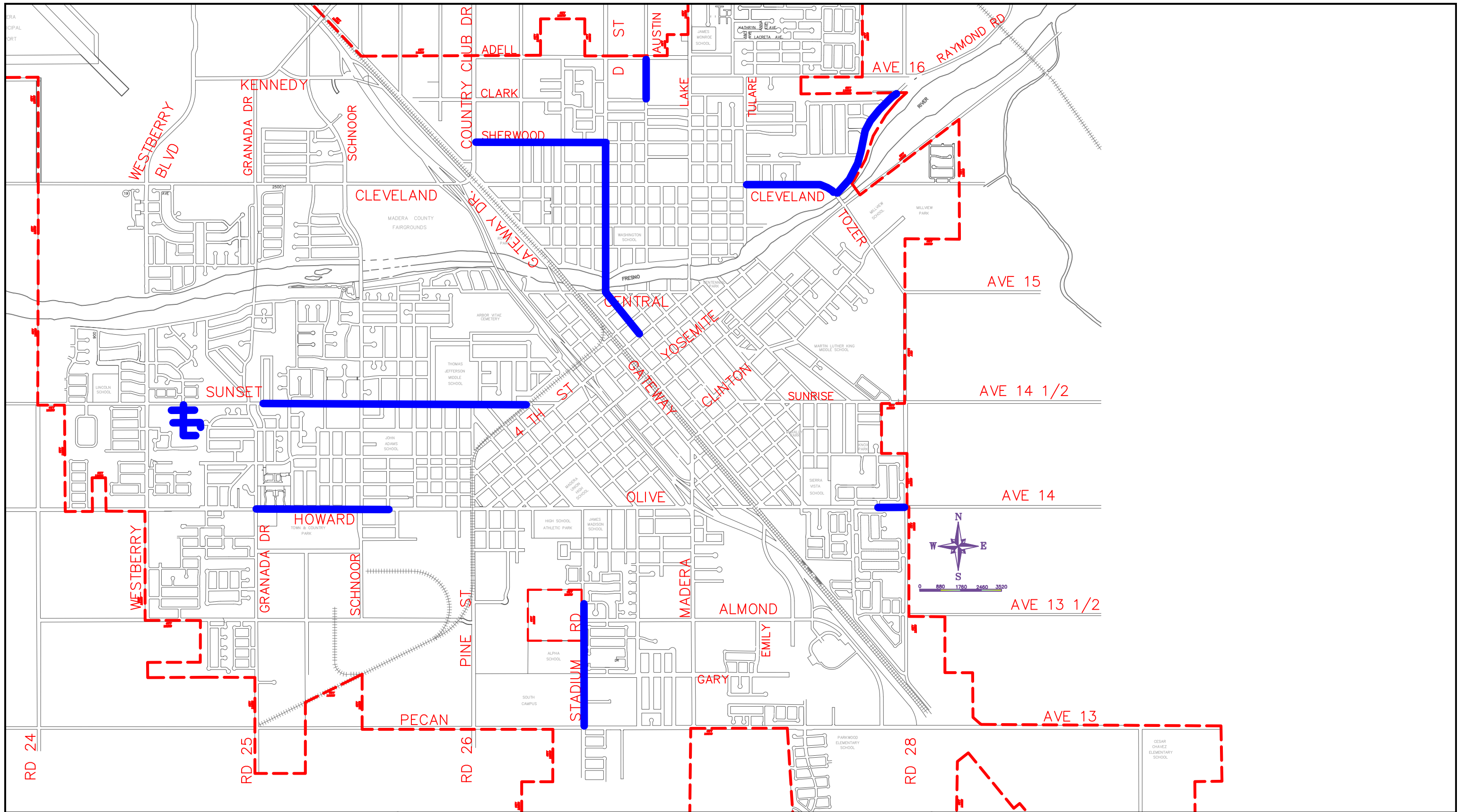
Exhibit A
Project List

EXHIBIT A

RMRA Seals/Overlays 2021-22

Agency Name	County	Project Title	Project Description	Project Location	Pre-Construction	Post-Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of an overlay	Austin Avenue from Adell Street to Clark Street	Jan-22	Jun-22	8	15
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Cleveland Avenue from Tulare Street to Raymond Road	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of an overlay	Raymond Road from Cleveland Avenue to City Limits	Jan-22	Jun-22	8	15
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of an overlay	Sherwood Way from Country Club to Davis Street	Jan-22	Jun-22	8	15
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Sherwood Way from Davis Street to D Street	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	D Street from Sherwood Way to 4th Street	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Sunset Avenue from Linden Avenue to 4th Street	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Howard Avenue from Granada Drive to Amerine Avenue	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Stadium Road from Pecan Avenue to Gamay Avenue	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of an overlay	Olive Avenue from Mariposa Street to Tozer Street	Jan-22	Jun-22	8	15
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Woodlands Drive from Sunset Avenue Woodlands Court	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Hillcrest Court from West to East	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Forest Court from West End to Woodlands Drive	Jan-22	Jun-22	5	10
City of Madera	Madera	RMRA Seals/Overlays 2021-22	Road maintenance by appication of a surface seal	Forest Lane from Woodlands Drive to Cedar Creek Lake	Jan-22	Jun-22	5	10

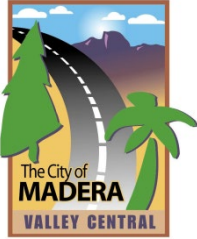
Exhibit B
Project Location Map



CITY OF MADERA
ENGINEERING DIVISION

EXHIBIT B
City Project No. R-79
(RMRA) SEALS/OVERLAY 2021/22

— PROJECT LOCATIONS
- - - CITY LIMITS



REPORT TO CITY COUNCIL

Approved by:



Dino Lawson, Chief of Police



Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: B-12

SUBJECT:

Facilities Use Agreement between the City of Madera and Madera County Superintendent of Schools(MCSOS)/Madera County Office of Education(MCOE)

RECOMMENDATION:

Adopt a Minute Order approving Facilities Use Agreement with MCSOS AND MCOE and authorizing the City Manager to execute Facilities Use Applications on an ongoing basis between the City and MCSOS/MCOE

SUMMARY:

The MCSOS office has classrooms suitable for training of city employees, as well as various other facilities available for general use. The large size of these classrooms allows for appropriate social distancing of participants, not necessarily available in current City facilities. A Facilities Use Application must be submitted prior to the use of these classrooms.

DISCUSSION:

The classrooms at MCSOS offices provide an excellent learning environment. They have many IT features desirable for satisfying adult learning concepts and extra room for creative seating arrangements. Currently, these classrooms are scheduled to be used by the police department for Principled Policing Training. However, that training, and future classes, are contingent on signing the Facilities Use Application and submitted proper insurance certificates. The requested action is to provide the City Manager with authority to sign MCSOS Facilities Use Applications on behalf of the City on an as needed basis going forward.

FINANCIAL IMPACT:

The use of these classrooms can come with associated costs, although they are often times waved. An example of those costs would be a \$30 dollar cleaning fee.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adopting a minute order authorizing the City Manager to sign a use agreement for the Madera County Superintendent of Schools does not conflict with our Vision Madera 2025 plan.

ALTERNATIVES:

Council may direct staff to not use these facilities for training.

ATTACHMENTS:

1. Facilities Use Agreement



**Madera County Superintendent of Schools (MCSOS)
Facilities Use Application**

COVID-19

GOVERNMENT/NON-PROFIT Organizations

1. FACILITY USER, please complete the attached Facilities Use Application;
2. Submit completed application, and all other required documentation, to:
Madera County Superintendent of Schools
Kim Linderholm, Sr. Business & Administrative Services Assistant
1105 S. Madera Avenue
Madera, CA 93637
Email: klinderholm@mcsos.org Fax: (559) 674-5448 Phone: (559) 662-6295
3. Application will be reviewed for permissible activity, availability and fees will be calculated.
4. Purchase Order/Check must be issued in order to secure the venue. Facility is not reserved until completed application, purchase order/check, and certificate of insurance are received by MCSOS, at least 14 business days prior to event.
5. Insurance Certificate and a separate "Additional Insured by Endorsement" (#CG20 26 04 13) must be provided 14 business days in advance of occupancy.
6. Prior to use, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours.
7. After use of facility, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours, immediately following the event.
8. An invoice will be sent to the contact listed in the application immediately following the event. If any other equipment or support is requested during the day of the event, it will be reflected in the invoice. Invoice is due and payable upon receipt.
9. Security deposit required when four or more rooms are being used (security deposit fee is \$50 per room). After the event and acceptable inspection, the security deposit will be released.
10. Cancellations by Applicant: 14 business days prior to event. If cancellation does not occur within this time frame, a 50% cancellation fee will be charged.
 - a. Cancellations during COVID-19 surge: If the Madera County Public Health Department, State of California, or Federal Government, determines that indoor gatherings are not permissible at the time of your event, the 14 business day cancellation policy will not be enforced and a cancellation charge will be waived.

I, _____, understand and agree to the terms of this agreement.
I am an authorized representative of the organization that is applying to use the facility. I further understand that the completed Facilities Use Application, Certificate of Insurance (COI), and Additional Insured Endorsement form (#CG20 26 04 13) must be completed in its entirety in order for the facility to be reserved.

Signature, Title

Date

REQUESTED FACILITY: _____

DATE OF REQUEST: _____

APPLICANT INFORMATION

Name of Government/ Non-Profit Organization: _____

Contact Name: _____ Title: _____

Address: _____

Email address: _____

Contact Telephone: _____ Evening/Weekend: _____

Signature: _____

EVENT INFORMATION:

Describe Purpose/Event: _____

Does this event meet the current state and local COVID-19 guidelines for gatherings and can be verified as a permissible activity? _____ (yes/no)

- State current state and local COVID-19 mandate regarding meeting size for the permissible activity (how many people can meet in a group setting): _____
- Current state and local COVID-19 guidelines for the following:
 - o Distance between each participant: _____
 - o Are facemasks required to be worn indoors by all participants? _____
 - o Are health screening guidelines still in effect? _____
 - o Describe methods of enforcement: _____

Date(s) Requested: _____

Number of anticipated participants: _____

Time of actual event: From _____ To _____

Time room will be booked (include set up/clean up): From: _____ To: _____

Name of Event (to display on calendar): _____

Insurance Policy Number: _____ (See Indemnification section on page 5)

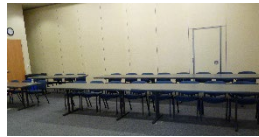
Purchase Order/Check Number: _____ (Copy to be sent to Kim Linderholm)

REQUESTED SET UP:

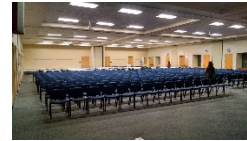
Banquet_____



Classroom_____



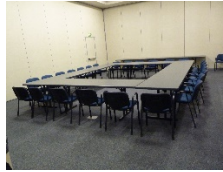
Theatre (chairs only)_____



Block Group_____



Hollow Square_____



Solid Square_____



Other Style_____

If "Other" – please explain in detail, and attach a drawing of your set up if needed.

Requested space must meet all required mandates of local and state health officials? Yes No
(example: 6 feet apart)

ADDITIONAL EQUIPMENT RENTALS/SUPPORT:

MCSOS has equipment available to rent including technical support that may be requested for additional costs. Please place an "x" next to the item requested, and if available, the cost will be included on your invoice:

Item	Daily Rental Rate	Description	Fee	X
Pantry Staging area, including walk in fridge/freezer		Pantry staging area is a shared area – this is not a food prep room, however may be used for caterers to stage.	100	
Backdrop - for FULL stage		All 3 Sections	300	
Backdrop 1 Sections (12ftx4ft ea)		\$100 per 12ft section	100	
Cart		two-shelf cart on wheels	10	
Chart Stand		must supply own chart paper/markers (Chart Stand is No Charge, available upon request)	0	
HDMI Converter Cable & Connection Cable to Projector		Connects User's Non-HDMI Laptop to MCOE's projector	50	
Ice Chest			10	
Lectern/Podium			20	
Media Technician Full Day			340	
Media Technician up to Half Day			170	
Mic & Soundboard/Speakers		either hand held, or lapel mic	120	

Mobile Beverage Bar	Dark Brown Mobile Beverage Bar	100	
Screen Splitter - only	operates dual projectors	50	
Stage - FULL 32'x8'	\$25 per section, each panel is 4x8, full is 8 sections for 32x8	200	
Stage - small 12'x8'	\$25 per section, each panel is 4x8, full is 8 sections for 32x8	75	
Star Phone for Teleconference	price includes media tech set up	20	
Tech Tree W/Screen Splitter (laptop, clicker, connections)	price does not include media tech support, however it does include set up of equipment only.	100	
PLEASE TOTAL YOUR ADDED EQUIPMENT HERE:			

☐ I will not be requiring any equipment or services.

Will Food/Non-Alcoholic Beverages be served at your event: ☐ Yes ☐ No

Is food/beverages/alcohol allowed to be served per current local/state health orders: _____

Will alcohol be served at your event? ☐ Yes ☐ No

“The alcoholic beverages are acquired, possessed, used, or consumed pursuant to a license or permit obtained under this division for special events held at facilities owned and operated by an educational agency, a county office of education, superintendent of schools, school district, or community college district **at a time when pupils are not on the grounds**. As used in this paragraph, “facilities” includes, but are not limited to, office complexes, conference centers, or retreat facilities...” AB-2073 Alcoholic Beverage Control, Section 25608:a17

If you are selling alcohol, you must have a permit. **ABC Permit Number:** _____

If your event is catered, FACILITY USER will need to make arrangements to be at the facility to receive delivery of food, and/or linens, etc. MCSOS is not authorized to receive, and/or sign for receipt of any items on your behalf. Items must be picked up immediately following your event.

APPLICABLE FEES (Government/Non-Profit Fee Schedule below): Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE) is permitted to charge reasonable fees to recover costs associated with facility use; based on half day, full day, or after hours. The chart below lists rental fees and other COVID19 related fees below.

MADERA COUNTY SUPERINTENDENT OF SCHOOLS
FACILITIES USE RATES WORKSHEET

GOVERNMENT/NON-PROFIT RATE (Cost Recovery)
 Normal Meeting room Hours are Monday - Friday 8am - 9pm
 (Excluding MCSOS/MCOE Holidays)
 2017-18*

Conference Center Rooms	Seated Theater Capacity	Half Day Includes 1 hour custodial	Full Day Includes 2 hours custodial	Flat Fee – COVID19 Cleaning	Number of Days Requested	Other Costs	Total
Room 1	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 2	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 3	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 4	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 5	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 6	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 7	60	\$ 75.00	\$ 150.00	\$ 30.00			
Room 8	60	\$ 75.00	\$ 150.00	\$ 30.00			
Two Rooms	120	\$ 150.00	\$ 300.00	\$ 60.00			
Half Center	300	\$ 300.00	\$ 600.00	\$ 120.00			
Whole Center	700		\$ 1,000.00	\$ 240.00			

Additional Custodial time	\$25/hour	
Media Technician	\$340/day	(minimum half day)
After hours Utility Fee	\$60/day	(minimum half day)

*Rates are effective July 1, 2017, for events following that date that were not already in an approved contract.

**Rates will be recalculated annually, or as per deemed necessary.

***COVID19 Cleaning Flat Fee will be applied during pandemic.

MCSOS staff will perform a deep cleaning after the event/meeting.

A FLAT additional charge of \$30 PER ROOM used will be applied – this cost includes the staff time and materials used for disinfecting.

Dependent upon local and state mandates on cleaning – FACILITY USER understands that MCSOS room surfaces, tables, chairs, counters, and door handles have been sanitized prior to arrival. FACILITY USER will follow any and all state and local sanitizing requirements during their event period, this may include FACILITY USER providing their own sanitizing wipes to wipe down surfaces throughout their event with an EPA approved cleaning/disinfecting wipe (Lysol Wipes, Clorox Wipe, or generic brand of either item). No other cleaning products or sprays may be used at the facility by the FACILITY USER. FACILITY USER's activities must conform to the minimum standards set forth in State and local County Health orders, and large group events and performances may need to be eliminated.

CONDITIONS FOR USE OF FACILITIES: FACILITY USER agrees that Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE) make no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be its responsibility and obligation to ensure that the property and facilities are in proper and safe condition to be used for the purpose anticipated. FACILITY USER further acknowledges it's obligation to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and person. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges its obligation to abide by MCSOS/MCOE's rules, regulations, terms, and conditions for the use of facilities (see page 7 "Terms and Conditions"). By the Applicant's signature below, the FACILITY USER agrees to abide by all such terms and conditions, and further acknowledges that facility use is contingent upon compliance with these rules, as well as any rules specified by the facility site administrator.

CANCELLATION: MCSOS/MCOE reserves the right to cancel or amend room assignment.

REQUIRED CERTIFICATION: In accordance the Education Code Section 38135-38136, the FACILITY USER certifies by signature on this agreement that MCSOS/MCOE's property will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States or the State. This includes any acts such as by force, violence or other unlawful means, and that the FACILITY USER is not a communist-action organization or communist front organization required by law to be registered with the Attorney General of the United States. This certification is made under penalty of perjury.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: Except arising from or to the extent caused by the sole negligence of MCSOS/MCOE, MCSOS/MCOE shall not be liable for, and FACILITY USER shall indemnify, defend, and hold harmless MCSOS/MCOE and MCSOS Governing Board, agents, servants, and employees against and from any claim, demand, judgement, fine, award, loss, liability, damage, expense, charge or cost of any kind whatsoever, including but not limited to reasonable attorney's fees, professional fees and costs and liabilities incurred in or about the defense of any such claim or action or proceedings brought thereon (Collectively "Claims") that may arise out of, or is in any way connected to FACILITY USER's use of the premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by FACILITY USER in or about the premises. FACILITY USER shall give prompt notice to MCSOS/MCOE of any casualty or accidents on the premises and any claims arising therefrom. FACILITY USER's obligations under this paragraph shall survive the expiration of this Facilities Application/Permit.

FACILITY USER agrees to keep and maintain a policy of liability insurance, including extended coverage for product liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and will provide the MCSOS/MCOE with a certificate evidencing insurance in the amount, naming MCSOS/MCOE as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the MCSOS/MCOE.

SECTION I
GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY

1. Any food related items may not be sold without applicable food permits from the local environmental health department/public health department.
2. Display or signs must be approved by MCSOS/MCOE.
3. Use of alcohol is prohibited, unless the requirements for serving/selling alcohol have been met.
4. Tobacco, drugs and other intoxicants are absolutely prohibited.
5. No smoking shall be permitted on the premises, including exterior and adjoining school properties.
6. No gambling shall be permitted on the premises.
7. No program shall contain matter which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitates for changes in our form of government or social order by violence or unlawful method.
8. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public. Fees may be charged for other services.
9. FACILITY USER shall not move walls or change room configuration.
10. Applicant's organizations shall be responsible to properly supervise all attendees. Youth organizations must have adequate adult supervision and sponsorship (refer to Security Section III).
11. Only MCSOS/MCOE-provided systems may be used for hanging items or materials on walls. User may not use any glitter, nails, tacks, pins, staples, or tape that can damage the surface of walls. No items may be hung from the ceilings, walls, or divider tracks.
12. Tables may not be stacked or leaned against walls.
13. From time to time, MCSOS has emergency drills. FACILITY USERS and guests are expected to participate and take drills seriously. During an evacuation, FACILITY USER host will bring with them their meeting sign in sheet for roll call purposes.
14. Use of buildings or grounds may be granted for a limited period of time. All applications are reviewed on a yearly basis. MCSOS/MCOE may revoke an application at any time at their discretion.
15. This permit is not transferable.

SECTION II
INSURANCE

FACILITY USER shall furnish MCSOS 14 business days in advance of occupancy and PRIOR TO THE ISSUANCE OF THIS AGREEMENT, a "Certificate of Insurance" and an "Additional Insured Endorsement", naming MCSOS/MCOE, its Board Members, officers, employees, agents and volunteers as Additional Insured to the Applicant's Commercial General Liability insurance policy 14 days in advance of using MCSOS/MCOE property. Said Insurance shall be issued by an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by MCSOS/MCOE's authorized representative. Required insurance shall include:

- A. Commercial General Liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

SECTION III SECURITY

Security may be required for all functions. FACILITY USER is recommended to contract with a security company from MCSOS pre-approved list (see page 12). Security is to begin at start of event and remain in effect until event concludes. One security guard for every 50 people and one extra guard for the parking lot are required by City Ordinance. The hired security company has the authority to end an event for any of the following reasons: if number of people exceeds the number of people on security agreement and/or facility use agreement; if participants are using drugs; if under aged participants are consuming alcohol; or if the public's safety is at risk. MCSOS/MCOE has the ultimate authority to determine the number of guards for each event.

If FACILITY USER's event is serving alcohol, Madera City Ordinance mandates that security must be present: "for any dance, rally, fund raiser or event at which alcohol will be served, the private security service shall advise the facility at which the event is booked that the city requires a minimum of two security persons for every 100 people in attendance..."3-12.10 Supervision and Regulation (b).

"The alcoholic beverages are acquired, possessed, used, or consumed pursuant to a license or permit obtained under this division for special events held at facilities owned and operated by an educational agency, a county office of education, superintendent of schools, school district, or community college district **at a time when pupils are not on the grounds.** As used in this paragraph, "facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities..." AB-2073 Alcoholic Beverage Control, Section 25608:a17

SECTION IV DAMAGE TO MCSOS/MCOE PROPERTY

FACILITY USER agrees as an organization, its officers, and as an individual to be jointly and personally responsible for all damage to MCSOS/MCOE Property that may arise during or by the permitted activity.

1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
3. No blocking or obstructing exits.
4. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.
5. Outdoor cooking units must have prior written approval by MCSOS/MCOE.
6. ALL event participants are expected to participate in MCSOS/MCOE disaster and fire drills should they occur during meeting time. In the event of an earthquake, participants are required to duck, cover, and hold until the movement stops. In the event of a fire, participants are to evacuate the building by the nearest exit in an orderly manner.

SECTION VI FACILITY USERS

The use of MCSOS/MCOE facilities shall be determined, in part, based upon the availability and priority order. The priority order for usage is as follows:

1. MCSOS/MCOE Activities
2. Student Body Activities or Student Events
3. Other Public Entity Activities
4. Non-Profit Organization Activities
5. Community Activities
6. For-Profit Business Activities

Pursuant to the Civic Center Act, Government Code Section 38130-38139, the use of school buildings, grounds, and equipment, shall be granted, when an alternative location is not available, to non-profit organizations and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by MCSOS/MCOE. All other users may be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of MCSOS/MCOE, or for charitable purposes, shall be charged by MCSOS/MCOE an amount equal to fair rental value of the property.

TO BE COMPLETED BY FACILITY USER'S INSURANCE CARRIER:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

(District name and address should be listed here)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

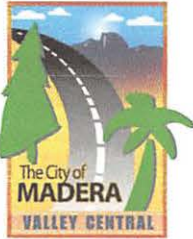
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Madera County Superintendent of Schools
Approved List of Security Companies
(In no particular order)**

Company Name	Contact Information
Madera Private Security Patrol	910 W. Yosemite, Madera (559) 662-1546
Zaks Security	1906 Howard Road, Madera (559) 673-1010
Sterling Security Service	2350 W Shaw Ave., Fresno, CA 93711 (559) 275-2035
Falcon Private Security	1555 West Shaw Ave., Fresno, CA 93711 (559) 226-1990



REPORT TO CITY COUNCIL

Approved by:

Department Director Matthew A Watson

Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2020

Agenda Number: D-1

SUBJECT:

Approval of a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2021 to June 30, 2022 for Fire Service Operations

RECOMMENDATION:

Adopt a Resolution approving a new Schedule "A" agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2021 to June 30, 2022, for fire service operation.

SUMMARY:

A one-year agreement, from June 1, 2021 through June 30, 2022, between the City and CAL FIRE for \$5,530,761.00. The Agreement is for personnel at the three existing fire stations and three new staff for Fire Station 56.

DISCUSSION:

Public Resources Code Section 4142 allows CAL FIRE to enter into cooperative agreements with cities and counties for the purpose of suppressing fires within those jurisdictions. The City has contracted with CAL FIRE under such agreements since 1993.

The most recent Agreement was a one-year Schedule "A" fire protection services reimbursement agreement from July 1, 2020, through June 30, 2021. The Fiscal Year 2021/2022 Schedule "A" agreement is for \$5,530,761.00, which represents a decrease of \$145,430.00 from the existing Agreement. The current Agreement expires at the end of the current fiscal year. This de-escalation is due to the change in the staff benefit rate and includes three additional engineers: as a result of the collective bargaining agreement between fire personnel and CAL FIRE. D-1 It is noted that both Engines, 56, 57, and Truck 58 currently have three personnel. During grass fires, Engine 56 is reduced to 2 firefighters while a Type 6 engine is deployed with a single firefighter. This agreement would give a fourth person a day at Station 56, to allow the Type 6 engine to have two people a day. This provides a fourth piece of fire apparatus to serve the citizens. A Battalion

Chief supports the firefighters. In addition, both stations provide reserve engines, and the City benefits from CAL FIRE personnel housed proximate to the City that assists in times of need. The new staffing would be increasing the total to ten on-duty firefighters a day; versus nine, plus a battalion chief. National Fire Protection agency recommends fifteen on duty a day. With the County auto aid agreement this would provide fourteen people a day for a fire.

FINANCIAL IMPACT:

The Madera City Fire Department's current budget, including Measure K, contains sufficient funding to accommodate the CAL FIRE Schedule "A" fire protection services reimbursement agreement. The contract is approximately \$5.5 million, which is paid for by the City's General Fund and Measure K.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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.

ATTACHMENTS:

1. Resolution
 2. Fire Protection Reimbursement Agreement
- Exhibit A: Scope of Work
- Exhibit B: Budget Detail and Payment Provisions
- Exhibit C: General Terms and Conditions
- Exhibit D: Additional Provisions
- Exhibit E: Description of Other Services

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, 2021, TO JUNE 30, 2022, 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 one-year Schedule "A" service agreement from July 1, 2020, through June 30, 2021; and **WHEREAS**, the Schedule "A" agreement must be amended annually to cover each fiscal year's costs while providing for fire service operations.

WHEREAS, the subject agreement would extend the service agreement through June 30, 2022.

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 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, 2021 (Agreement # 4CA05305 in the amount of \$5,530,761.00), 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.

* * * * *

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 11/2020

AGREEMENT NUMBER **4CA05305**

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, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 5,530,761.00
Five million, five hundred thirty thousand, seven hundred sixty one 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	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	10	pages
Exhibit E – Description of Other Services	1	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

Santos Garcia-Mayor

ADDRESS

205 West Fourth Street Madera, Ca. 93638

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

Chris Anthony, 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:	MMU	Local Agency:	City of Madera
Name:	Mike van Loben Sels	Name:	Arnoldo Rodriguez-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:	Mike van Loben Sels	Local Agency:	City of Madera
Section/Unit:	MMU	Section/Unit:	City Clerk
Attention:	Matt Watson	Attention:	Alicia Gonzales
Address:	200 West Fourth Street Madera, Ca. 93637	Address:	205 West Fourth Street Madera, Ca. 93637
Phone:	559-675-7799	Phone:	559-661-5400
Fax:	559-673-2085	Fax:	559-661-2792

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. **AFFIRMATIVE ACTION**. STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE**. As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES**. STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION**. "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **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.

ContractorName: City of Madera

Contract No.: **4CA05305**

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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.

Contractor Name: City of Madera

Contract No: 4CA05305

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EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142 and 4144

NAME OF LOCAL AGENCY: City of Madera

CONTRACT NUMBER: **4CA05305**

Index: 4200

PCA: 47920

Fiscal Year: 2021/22 to 2021/22

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2021 Index: 4200 PCA: 47920 PRC: 4142					Unit: MMU		Sub Total Admin Total		\$4,822,278 \$579,156 \$5,401,434		Contract Name: City of Madera Contract No.: 4CA05305 Page No.: 18			
Comments					Overtime Total: \$250,683									
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between the City of Madera and The California Department of Forestry and Fire Protection (CAL FIRE)					CAL FIRE Unit Chief									
					CAL FIRE Region Chief									
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
0	Assistant Chief (Supervisory) - Deputy Chief	POF			\$9,937	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
0	Assistant Chief (Supervisory) - Division Chief	POF			\$9,937	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
2	Battalion Chief (Nonsupervisory)	POF		12	\$6,639	\$159,336	\$3,863	12	\$92,712	\$102,740	\$0	\$37,521	\$392,308	\$394,108
1	Hazmat Pay Differential			12	\$150	\$1,800			\$0	\$0		\$0	\$1,800	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
7	Fire Captain, Range A	POF		12	\$5,720	\$480,480	\$3,334	12	\$280,056	\$309,814	\$0	\$113,339	\$1,183,688	\$1,224,522
4	Hazmat Pay Differential			12	\$150	\$7,200			\$0	\$0		\$0	\$7,200	
7	Longevity Pay Differential - 7%			12	\$0	\$33,634			\$0	\$0		\$0	\$33,634	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
12	Fire Apparatus Engineer	POF		12	\$5,098	\$734,112	\$2,976	12	\$428,544	\$473,355	\$0	\$173,432	\$1,809,443	\$1,818,443
5	Hazmat Pay Differential			12	\$150	\$9,000			\$0	\$0		\$0	\$9,000	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
7	Fire Fighter II	POF		12	\$4,596	\$386,064	\$2,687	12	\$225,708	\$248,934	\$0	\$91,344	\$952,050	\$952,050
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime								\$0	\$0		\$0	\$0	
1.5	Communications Operator, Range A	SAF		12	\$5,375	\$96,750	\$0	0	\$0	\$49,255	\$0	\$0	\$146,005	\$154,380
1.5	Night-Shift Pay Differential			12	\$173	\$3,120			\$0	\$0		\$0	\$3,120	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
1.5	Overtime	SAF		6		\$5,180			\$0	\$75		\$0	\$5,255	

0.5	Office Assistant (General), Range A	MIS	12	\$3,336	\$20,016	\$0	0	\$0	\$13,331	\$0	\$0	\$33,347	\$33,347
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime							\$0	\$0		\$0	\$0	
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$245,428
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
28	Overtime	POF	12		\$241,920			\$0	\$3,508		\$0	\$245,428	
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime							\$0	\$0		\$0	\$0	
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime							\$0	\$0		\$0	\$0	
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
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				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime							\$0	\$0		\$0	\$0	
				\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
				\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime							\$0	\$0		\$0	\$0	

Contractor Name: City of Madera

Contract No: 4CA05305

Page No.: 20

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: City of Madera

This is Schedule B of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2021/22 to 2021/22**

(See Attached)

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, 2021 by and between CAL FIRE of the State of California and City of Madera.

FISCAL YEAR: 2021-2022

Fire Stations:

Madera City Station 56
Madera City Station 57
Madera City Station 58

Equipment:

2-Pick up Trucks

- 2017 Ford F-250 (B10)
- 2006 Chevy 1500 (Utility7)

5-Fire Engines

- 2016 Spartan (E-56)
- 2008 Spartan (E-57)
- 2021 Spartan (E-58)
- 2009 Ferrara (E-656)
- 1990 Grumman (E-257)

1-Ladder Truck

- 2017 Rosenbauer 102' Aerial (T-58)

1 - Portable Air Unit

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY: City of Madera

This is Schedule D of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2021/22 to 2021/22

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
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Contractor Name: City of Madera

Contract No: 4CA05305

Page No.: 24

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, 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 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: 2021/22 to 2021/22

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

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

By: _____
Signature Printed Name

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 18.

By: _____
Signature Printed Name

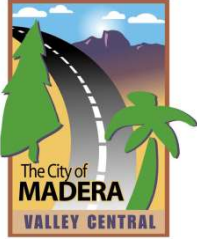
Title Date

**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: _____
Signature Printed Name

Title Date

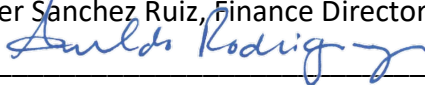


REPORT TO CITY COUNCIL

Approved by:



Roger Sanchez Ruiz, Finance Director



Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: D-2

SUBJECT:

Deficits related to the Technology Fund and Facilities Maintenance Fund

RECOMMENDATION:

Adopt a Minute Order Authorizing the Director of Financial Services to transfer existing reserves from the General Fund and various Enterprise Funds to the Technology Fund by \$650k and \$1.1M to the Facilities Maintenance Fund

DISCUSSION:

On April 21, 2021, The Pun Group Accountants & Advisors provided Council with a summary of the City's Fiscal year (FY) 2019/2020 Single Audit. During their presentation, they identified a finding. More specifically, the Facilities Maintenance Fund and Technology Fund have accumulated deficits. The single audit report provides the following summary:

***Section II – Financial Statements Findings
Finding 2020-001 Internal Service Funds***

Criteria:

Governmental Accounting Standards Board (GASB) Statement No. 34 Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments, provides that internal service funds ("ISFs") may be used to report any activities that provide goods or services to other funds, departments, or agencies of the primary government and its component units, or other governments, on a cost-reimbursement basis. Internal service funds use the full accrual basis of accounting; accordingly, charges to other funds for goods or services should be set to provide for the cost-reimbursement of the accrual-based expenses incurred by the activity. Internal service funds are voluntary under generally accepted accounting principles and are designed to recover the full cost of an activity from participating funds, departments or agencies. GASB

34 also states if a government does not intend to recover the full cost of providing goods or services, the use of an internal service fund would not be appropriate.

Condition:

The City has the following two internal service funds with fund deficits at June 30, 2020:

<i>Facilities Maintenance Fund</i>	<i>\$ 1,060,389</i>
<i>Technology Fund</i>	<i>\$ 624,032</i>

Cause:

The deficits in the ISFs were caused by:

- 1. Charges to user departments for cost recovery have been insufficient;*
- 2. Implementation of GASB 68, Accounting and Financial Reporting for Pensions*
- 3. City management over many past years has not monitored the ISF Funds and has not taken appropriate corrective actions.*

Effect or Potential Effect:

By definition, an internal service fund is operated on a cost-reimbursement basis. For an internal service fund to operate on a cost-reimbursement basis, its charges to other funds should result in revenues and expenses that are approximately equal over time, even though it periodically may report annual increases or decreases in net position. Because the intent of internal service funds is to facilitate cost allocation, the accumulation of net position surpluses or deficits over time generally indicates that service is no longer being made on a cost-reimbursement basis.

The principle reason for the deficit is the result of GASB 68 implementation which recognizes and records a pension liability (i.e. CalPers) that was not visible prior to its implementation in 2014. It stands to reason that labor and pension cost would be the proper allocation methodology to transfer the reserves. Table 1 provides the breakdown and financial impact on the reserves of each fund. It should be noted that this has occurred since 2014 and was recently identified.

Table 1: Financial Impact on the Reserves of each Fund					
<i>Fund</i>	<i>Labor & Pension Cost</i>	<i>% Allocation</i>	<i>Allocation to Facilities Fund</i>	<i>Allocation to Technology Fund</i>	<i>Total Allocation</i>
General Fund	18,120,924	79.6%	875,109.61	517,110.22	1,392,219.83
Water	1,664,919	7.3%	80,403.54	47,511.18	127,914.72
Sewer	1,842,380	8.1%	88,973.61	52,575.32	141,548.93
Solid Waste	523,806	2.3%	25,296.04	14,947.66	40,243.70
Drainage	254,575	1.1%	12,294.13	7,264.71	19,558.84
Airport	122,845	0.5%	5,932.51	3,505.57	9,438.08
Transit	248,289	1.1%	11,990.56	7,085.34	19,075.90
Totals	\$22,777,736	100.0%	\$1,100,000.00	\$650,000.00	\$1,750,000.00

FINANCIAL IMPACT:

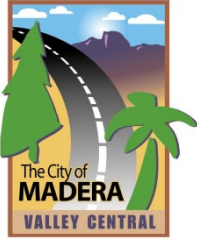
There is no cash impact; however, reallocation of various fund reserves to the Technology Fund and the Facilities Maintenance Fund is required. General Fund and Enterprise Funds will need transfer existing reserves by \$650k to the Technology Fund and \$1.1M to the Facilities Maintenance Fund. If approved by Council, the unrestricted fund reserves (as of June 30 2020) will be reduced from \$7.4M to \$6.0M for General Fund and from \$26.3M to \$25.9M for Enterprise Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

ALTERNATIVES:

Should the Council not act on the proposed budget amendments, the current fund reserves will remain unchanged; however, grant funding will be compromised with any unresolved audit finding.



REPORT TO CITY COUNCIL

Approved by: Hilda Cantu Montoy

Hilda Cantu Montoy, City Attorney

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: June 2, 2021

Agenda Number: E-1

SUBJECT:

Redistricting Process Required for City Council Districts

RECOMMENDATION:

Council to hear report on the redistricting process required by local, state, and federal law; discuss process; and provide direction to staff.

SUMMARY:

Every ten years, City Council districts must be redrawn so that each district is substantially equal in population. This process, called redistricting, is important in ensuring that each city councilmember represents about the same number of constituents.

In Madera, the City Council is responsible for drawing six council districts. The Mayor is elected at large. Redistricting is done using U.S. Census data, which is expected to be released in September 2021. For the City of Madera, the redistricting process must be completed by April 17, 2022.

DISCUSSION:

The City of Madera like all local governments with council districts must comply with legal requirements for adjusting district boundaries. The City must make the adjustments by ordinance and as required by the Elections Code. The recently enacted Fair Maps Act (AB 849) includes very detailed procedural and substantive criteria.

Cities and counties with the next regular election occurring on or after July 1, 2022, must adopt district boundaries not later than 205 days before that election. For municipalities with November 8, 2022, elections, the deadline is April 17, 2022.

Substantively, district boundaries must comply with the U.S. and California Constitutions and the federal Voting Rights Act, and must be “substantially equal” in population, with only minor deviations permitted. The Fair Maps Act also requires districts be geographically contiguous; respect local neighborhoods and communities of interest; be easily identifiable; accomplish geographic compactness; and neither favor nor discriminate against political parties.

Procedurally, cities must hold at least four public hearings – at least one before drawing a map and at least two after. To increase public participation, those public hearings require five days’ notice, with draft maps published at least seven days before adoption, and public access to demographic and mapping data, among other requirements.

The Fair Maps Act also includes significant requirements for outreach and a dedicated website.

The City Attorney has prepared a detailed analysis of the requirements as set forth in the attached memo. The memo includes a Draft Schedule with input from the City Clerk and this office for ensuring that the City meets the legal requirements for redistricting. The Draft Schedule goes beyond the legal requirements of 4 public hearings and includes 2 additional workshops. The schedule will be finalized when the City retains a demographer. Award of that contract will be on Council’s next agenda.

Elections Code Section 21508(j) requires the Secretary of State to:

- Publish on the internet templates explaining the county and city redistricting processes.
- The templates must be in all the languages into which ballots are required to be translated in the state pursuant to Section 203 of the federal Voting Rights Act (VRA).
- The templates shall be published in a conspicuous location on the Secretary of State’s internet website.

A copy of the Secretary of State’s template is attached and will be completed and posted on the internet.

FINANCIAL IMPACT:

There is no fiscal impact in reviewing the redistricting process and obligations of the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is not specifically addressed in the vision or action plans; the requested action is also not in conflict with any of the action or goals contained in that plan.

ALTERNATIVES:

1. Council may request to table the item to a future date and request that staff provide additional information.

ATTACHMENTS:

1. City Attorney Memo – Summary of Redistricting Process
2. Secretary of State Template

ATTACHMENT 1
City Attorney Legal Memo

MEMORANDUM FROM CITY ATTORNEY

May 26, 2021

TO: Mayor and City Council
Arnoldo Rodriguez, City Manager
Alicia Gonzales, City Clerk

RE: Summary of Redistricting Process

I. BACKGROUND

The City of Madera currently has six council members elected by district and the mayor is elected at large. The purpose of this memorandum is to provide an overview of requirements and a list of milestones for redistricting under the Madera City Code and AB 849. Under Madera City Code and state law, the City is required to adjust the boundaries of the councilmember districts following each decennial federal census. The adjustment of councilmember districts shall be done by ordinance and in accordance with California Elections Code § 21600 *et seq.*

The state legislature adopted **AB 849** enacting the California Fair Maps Act ("**Elections Code 21000 *et seq.***"), effective January 1, 2020. AB 849 creates a redistricting process for general law cities in California. AB 849 not only establishes procedural requirements, but also establishes district drawing criteria and requirements. Additionally, cities and counties must conduct certain outreach, maintain websites with publicly available information about draft maps, and hold at least four public hearings on the issue.

Redistricting determines which communities are placed together into a district and whether communities are split up across different districts. The decisions made during the redistricting process determine whether residents have fair representation in government and whether their representatives will reflect their interests.

II. SUMMARY OF CONCLUSIONS

- A.** AB 849 requires redistricting after every federal decennial census using the data acquired from each federal decennial census. However, AB 849 also contains variation in terms of how it treats timelines and it is recommended that each situation be individually reviewed and analyzed.
- B.** Data from the 2020 Federal Census is anticipated to be provided to the State on September 30, 2021; however, it is not clear when this data will be available to cities for redistricting purposes (as discussed further below, the State has to adjust this data so that incarcerated persons are counted at their last known addresses

instead of where they are incarcerated).

- C.** The City must complete its redistricting by April 17, 2022. Failure to meet this date requires the City to petition the superior court in the County for an order adopting districts within 5 days. Failing to do so within 5 days will allow any resident to file a petition in the superior court for the same and allow the recovery of reasonable attorney's fees and costs. If a petition is validly filed, the court may adjust electoral deadlines and appoint a special master to assist it in the process. The City is required to pay for the special master and associated costs.
- D.** Once the City redistricts after a federal decennial census, it may not redistrict again except in limited circumstances such as certain annexations and court orders.
- E.** Maps must be drawn consistent with the federal and State Constitution and the federal Vote Rights Act of 1965, and be consistent with the following criteria in order of priority (as described further below):

 - 1. To the extent practicable, council districts must be geographically contiguous.
 - 2. To the extent practicable, the geographic integrity of any local neighborhood or local "community of interest" (see below) must be respected in a manner that minimizes its division.
 - 3. Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts must be bounded by natural and artificial barriers, by streets, or by the boundaries of the City.
 - 4. To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts must be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.
- F.** At least four public hearings are required. One public hearing must occur prior to drawing maps. Two must occur after drawing maps. At least one public hearing must occur on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday. Further the public hearings must be accessible for persons with disabilities.
- G.** The City Council may have City staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by Elections Code Section 21607.1(a)(1)¹. The City Council may also establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings

¹ All section references shall be to the Elections Code unless stated otherwise.

required by Section 21607.1(a)(1).

- H.** The City must make a good faith outreach effort to residents (including non-English speaking residents), which includes:

 - 1. Providing information to media organizations that provide City news coverage, including media organizations that serve language minority communities.
 - 2. Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the City, including those active in language minority communities, and those that have requested to be notified concerning City redistricting.
- I.** Notice of the public hearings or workshops, as applicable, must generally be published on the internet at least 5 days in advance of the public hearing, unless there are fewer than 28 days until the deadline to adopt boundaries, the City Council may publish the agenda on the internet for at least three days before the hearing. We further recommend publication of at least the first public hearing and final one by newspaper publication.
- J.** Live translations into “applicable languages” (see below) can be requested at least 72 hours in advance of the public hearing or workshop, unless less than five days’ notice are provided for the hearing or workshop, in which case the request must be made at least 48 hours before the hearing or workshop. The public hearing notices and agendas should include information regarding live translations.
- K.** Public testimony must be permitted at each public hearing or workshop and the record of the proceedings must be provided to the public on the website within 2 weeks of the public hearing or workshop. Members of the public may submit draft maps.
- L.** Draft maps must be published on the internet at least 7 days prior to adoption, provided that draft maps cannot be released earlier than three weeks after the block-level redistricting database required by Government Code Section 8253(b) is first made publicly available (this is a redistricting database that utilizes the 2020 Federal Census data). However, this does not prohibit the City Council from holding public hearings or workshops on the placement of council district boundaries before the earliest date that draft maps of council districts may be released. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, the waiting period required provided above is reduced to one week. If the period of time between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period provided above is waived.

- M. Section 21508(j) requires the Secretary of State to publish on the internet templates explaining the county and city redistricting processes; the templates must be in all of the languages into which ballots are required to be translated in the state pursuant to Section 203 of the federal Voting Rights Act (VRA); and the templates shall be published in a conspicuous location on the Secretary of State's internet website. A copy is attached as "Attachment 1."
- N. Under Section 21606 "the term of any council member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries."

III. LEGAL ANALYSIS

A. Timeframe for Beginning and Completing Redistricting.

Following each federal decennial census, the City is required to redistrict by adopting "... boundaries for all of the council districts of the City so that the council districts shall be substantially equal in population as required by the United States Constitution."² We understand that the current federal decennial census is due to be completed and data applicable to AB 849 to be provided to California by **September 30, 2021**.³ However, it is not clear when this data will be available to cities for redistricting purposes since the State needs to adjust the data to account for incarcerated persons and their last known address (see discussion below).

When this redistricting must be completed depends on when the redistricting will occur. Because the City's next general election is in November 8, 2022, Elections Code Section 21602(a)(3)⁴ is relevant and provides as follows: "For redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1,

² Cal. Elec. Code Section 21601.

³ See <https://2020census.gov/en/important-dates.html>.

⁴ Cal. Elec. Code Section 21602 in its entirety provides as follows:

"(a)(1) For redistricting occurring in 2031 and thereafter, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring after January 1 in each year ending in the number two."

(2) For redistricting occurring before 2031 and where a city has a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 174 days before that election.

(3) For redistricting occurring before 2031 and where a city does not have a regular election occurring after January 1, 2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the council not later than 205 days before the city's next regular election occurring on or after July 1, 2022.

(b) This section does not apply when a city transitions from at-large to district-based elections."

2022, and before July 1, 2022, the boundaries of the council districts shall be adopted by the City Council not later than 205 days before the city's next regular election occurring on or after July 1, 2022." This means that the districting process must be completed by **April 17, 2022**.

Pursuant to Section 21609, failure to adopt district maps by the deadline will require the City to petition the Superior Court in the County for an order adopting district boundaries. Failing to do so within 5 days will allow any resident to file a petition in the superior court for the same and allow the recovery of reasonable attorney's fees and costs. If a petition is validly filed, the court may adjust electoral deadlines and appoint a special master to assist it in the process. The City is required to pay for the special master and associated costs.

B. Mid-Cycle Redistricting When Annexations Makes Districts Unequal

Pursuant to Section 21603⁵, if the boundaries of a city expand incorporating a new territory or through annexation of unincorporated territory or consolidation with another city, the City Council must add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries. However, the council may adopt new boundaries for each council district if there are more than four years until the City Council is next required to redistrict pursuant to Section 21601 and the population of the new territory being annexed or consolidated is greater than 25 percent of the City's population, as determined by the most recent federal census.

C. Mid-Cycle Redistricting Permitted in Other Circumstances

Generally, once new districts are drawn after a federal decennial census, the City may not again redraw districts until the next federal census unless it is pursuant to Section 21603, as discussed above, or it meets an exception under Section 21605: (i) A court orders the City Council to redistrict; The City Council is settling a legal claim that its council district boundaries violate the United States Constitution, the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.), or AB 849; or The boundaries of the City change by the addition of territory pursuant to Section 21603 or by the subtraction of territory.

D. Map Drawing Criteria and Requirements

Section 21601 establishes several criteria for the drawing of district maps. Overall, the maps must be drawn in a manner are "substantially equal in population as required by the United States Constitution." Population equality must be "based on the total population of residents of the City as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-1711 are available"⁶. The maps must further comply with both the

⁵ All section references shall be to the Elections Code unless stated otherwise.

⁶ Public Law 94-1711 requires that the census data that is provided to states after each federal decennial census. For the 2020 Federal Census, as provided above, the anticipated date that this data will be available is September 30, 2021; however, it is not clear when this data will be available for redistricting purposes due to adjustments needed to be made by the State. For (footnote continued)

federal and State constitutions and federal Voting Rights Act of 1965. Additionally, Section 21601(d) prohibits the adoption of "... council district boundaries for the purpose of favoring or discriminating against a political party." Section 21601 further establishes the following criteria (in order of priority):

- To the extent practicable, council districts must be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.
- To the extent practicable, the geographic integrity of any local neighborhood or local community of interest must be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.
- Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts must be bounded by natural and artificial barriers, by streets, or by the boundaries of the City.
- To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts must be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

E. Public Hearing Requirements

1. Generally

Prior to the adoption of any final maps, Sections 21607 and 21607.1 require "at least four public hearings at which the public is invited to provide input regarding the composition of one or more council districts" as follows: (i) at least one public hearing must be held before the City Council draws a draft map or maps of the proposed City Council boundaries⁷; and (ii) at least two public hearings must be held after the City Council has drawn a draft map or maps of the proposed

example, an incarcerated person (as defined by Section 21003) is not counted towards a city's population, "except for an incarcerated person whose last known place of residence may be assigned to a census block in the city, if information about the last known place of residence for incarcerated persons is included in the computerized database for redistricting that is developed in accordance with subdivision (b) of Section 8253 of the Government Code, and that database is made publicly available."

⁷ Section 21607.1(a)(1).

City Council boundaries.⁸ Further, at least one public hearing or public workshop must be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday Monday through Friday. The public hearings must also be accessible to those with disabilities.

If a public hearing is consolidated with a regular or special meeting that includes other substantive agenda items, it must begin at a fixed time regardless of its order on the agenda, except that the City Council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. Additionally, the City Council may have City staff or a consultant conduct one or more public workshops in lieu of holding one of the public hearings required by Section 21607.1(a)(1). Further, City Council may also establish an advisory redistricting commission pursuant to Section 23002 to hold the public hearings required by Section 21607.1(a)(1).

2. Noticing and Accessibility Requirements

(a) Good Faith Efforts to Encourage Residents to Participate

Per Section 21608(a), the City Council must encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting process. These steps must include a good faith effort to do the following: (i) Providing information to media organizations that provide City news coverage, including media organizations that serve language minority communities; and (ii) Providing information through good government, civil rights, civic engagement, and community groups or organizations that are active in the City, including those active in language minority communities, and those that have requested to be notified concerning City redistricting.

(b) Live Translations Required if Timely Requested

Per Section 21608(b), the City Council must also arrange for live translation in an applicable language of a public hearing or workshop held pursuant AB 849 if a request for translation is made at least 72 hours before the hearing or workshop. However, if less than five days' notice are provided for the hearing or workshop, then the request must be made at least 48 hours before the hearing or workshop.⁹

⁸ Section 21607.1(a)(2).

⁹ "Applicable language" is defined by Section 21608(h) as "any language that is spoken by a group of city residents with limited English proficiency who constitute 3 percent or more of the city's total population over four years of age for whom language can be determined. Before January 1, 2021, and before January 1 in every year ending in the number one thereafter, the Secretary of State shall post the applicable languages for each city in a conspicuous location on the Secretary of State's internet website. To determine the applicable languages for each city, in 2020 and in each year ending in the number zero thereafter, the Secretary of State, in consultation with the Statewide Database, shall request a special tabulation from the United States Bureau of the Census of the most recent data on limited English proficiency from the bureau's American (footnote continued)

(c) Notice of Public Hearing Publication Requirements

Per Section 21608(c), notwithstanding Government Code Section 54954.2, the City Council must publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. However, if there are fewer than 28 days until the deadline to adopt boundaries, the City Council may publish the agenda on the internet for at least three days before the hearing or workshop.

A question raised is whether newspaper publication is required for public hearings. Section 21068 covers noticing requirements, recordkeeping, public participation website maintenance requirements, etc., but does not reference newspaper publication. In particular, Section 21068(c) only references internet publication for the public hearing/workshop notices. Another example is Section 21068(d) which provides similarly for draft maps (including accompanying demographic information. However, the requirements per the discussion above under III.E. 2 regarding noticing and accessibility requirements should be kept in mind. We, therefore, encourage the City to publish hearing notices via newspaper.

(d) Publication of Draft Maps: Publication; Required Information

Per Section 21608(d), draft maps must be published on the internet for at least seven days before being adopted as a final map by the City Council provided that, if there are fewer than 28 days until the deadline to adopt boundaries, the draft map may instead be published on the internet for at least three days.

Each draft map prepared by a member of the City Council or by employees or contractors of the City must be accompanied by information on the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each proposed council district, to the extent the City has that data.

The Council and employees or contractors of the City **cannot** release draft maps of council districts earlier than three weeks after the block-level redistricting database required by Government Code Section 8253(b) is first made publicly available (this is a redistricting database that utilizes the 2020 Federal Census data). However, this does not prohibit the City Council from holding public hearings or workshops on the placement of council district boundaries before the earliest date that draft maps of council districts may be released. If the time period between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 90 days and more than 59 days, the waiting period required provided above is reduced to one week. If the time period between the date that the redistricting database is made publicly available and the map adoption deadline is fewer than 60 days, then the waiting period provided

Community Survey that satisfies this subdivision. If the bureau is unable to produce that data, the Secretary of State shall base the Secretary of State's determination on the table from the American Community Survey enumerating the number of residents with limited English proficiency that has the largest number of languages included, that is publicly available, and that was produced within the previous ten years."

above is waived.

(e) Public Testimony, Draft Maps, and Record of Proceedings

Per Section 21608(e) and (f), the City Council must allow the public to submit testimony or draft maps in writing and electronically and must either record or prepare a written summary of each public comment and City Council deliberation made at every public hearing or workshop held. Per Section 21608 (f), the City must make the recording or written summary of public comment and Council deliberations available to the public within two weeks after the public hearing or workshop.

(f) Establishment of a Redistricting Website

Per Section 21608(g), the City Council is required to establish, and maintain for at least 10 years after the adoption of new council district boundaries, an internet web page dedicated to redistricting. The web page may be hosted on the City's existing internet website or another internet website maintained by the City. The web page must include, or link to, the following information:

- A general explanation of the redistricting process for the City in English and applicable languages (as defined). The Secretary of State is required by Section 21608(j) to provide templates for this explanation by January 1, 2021. They have established a website here: <https://www.sos.ca.gov/elections/helpful-resources/redistricting>.
- The procedures for a member of the public to testify during a public hearing or to submit written testimony directly to the City Council in English and any applicable language.¹⁰
- A calendar of all public hearing and workshop dates. Note that a calendar listing that includes the time and location of the public hearing or workshop satisfies the notice required in Section 21608(c).
- The notice and agenda for each public hearing and workshop.
- The recording or written summary of each public hearing and workshop.
- Each draft map considered by the City Council at a public hearing.
- The adopted final map of council district boundaries.

¹⁰ The Secretary of State is required by Section 21608(j) to provide templates for this explanation by January 1, 2021. They have established a website here: <https://www.sos.ca.gov/elections/helpful-resources/redistricting>.

F. No Effect of Boundary Changes on Unexpired Terms

We note that per Section 216606, adoption of changed boundaries will not affect the term of any council member who was elected prior to the change and whose term has not yet expired.

G. General Milestones

Please note that the time periods for notices, etc. under AB 849 are subject to variability based upon circumstances. For example, Section 21608(c) provides as follows:

“Notwithstanding Section 54954.2 of the Government Code, the council shall publish the date, time, and location for any public hearing or workshop on the internet at least five days before the hearing or workshop. **However, if there are fewer than 28 days until the deadline to adopt boundaries, the council may publish the agenda on the internet for at least three days before the hearing or workshop.**”

There is also some variation depending how the City desires to conduct the public hearings (*e.g.*, whether to use an advisory redistricting commission pursuant to Section 23002). Additionally, the 2020 Federal Census data will not be provided to the State until September 30, 2021. It is not clear when this data will, in turn, be available for redistricting purposes (*e.g.*, adjustments needed to be made for incarcerated persons). Given the deadlines, it appears a legislative fix may be required.

With that in mind, the City Manager, the City Clerk, and this office have put together a DRAFT schedule of major events for the City to consider as set forth in the next page. Dates of hearings have been included by working backwards from date of adopting the ordinance adjusting the boundaries.

(schedule starts on next page)

DRAFT CITY OF MADERA SCHEDULE FOR REDISTRICTING

Event	Date	Notes
Select Demographer/Consultant	June 16, 2021	Useful to begin ramp up and to lay initial groundwork.
Select Live Translation Services Firm	As soon as possible	May be part of demographer contract.
Anticipated Federal Decennial Census Data Availability	September 30, 2021	
Federal Decennial Census Data is made available by State for Redistricting Purposes	Unknown	
Public Hearing #1	October 21, 2021	Held prior to Drafting Maps; requires 5-Day Notice
Record of Hearing #1	by November 4, 2021	Must be available within 2 weeks of hearing
Public Hearing #2	Date & Time TBD	Held after Drafting Maps; requires 5-Day Notice
Record of Hearing #2	by February 3, 2022	Must be available within 2 weeks of hearing
Workshop	TBD	Optional – to ensure outreach
Public Hearing #3	Date & Time TBD	After Drafting Maps; requires 5-Day Notice
Record of Hearing #3	by February 17, 2022	Must be available within 2 weeks of hearing
Workshop	TBD	Optional – to ensure outreach
Public Hearing #4/introduction of Ordinance	March 2, 2022	Requires 5-Day Notice
Record of Hearing #4	by March 16, 2022	Must be available within 2 weeks of hearing
Publication of Draft Maps	March 9, 2022 or sooner	At least 7 days prior to final adoption
Adoption of Ordinance	March 16, 2022	State law requires adoption of ordinances in regular meetings
Legal Deadline to Adopt New Districts/Adoption of Ordinance	April 17, 2022	
Petition Superior Court if do not meet April 17, 2022, deadline	April 22, 2022	Per Section 21609, within 5 days after deadline, failure to do allows a resident to file and recover reasonable attorney's fees and costs.

IV. CONCLUSION

As can be seen from the above, the focus of the Fair Maps Act (AB 849) is to provide redistricting criteria and to ensure that members of the public are afforded the greatest opportunities to participate in the process, which requires noticing requirements. It is recommended the City commence preparations for the redistricting process including retention of a demographics consultant to assist in the drafting of maps and to assist at public hearings/workshops.

Respectfully Submitted,



Hilda Cantu Montoy
City Attorney

ATTACHMENT 2

Secretary of State Template for Cities

City of Madera Redistricting Process

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. [Assembly Bill 849 \(2019\)](#) requires cities and counties to engage communities in the redistricting process by holding public hearings and/or workshops and doing public outreach, including to non-English-speaking communities.

What is redistricting?

Every ten years, districts must be redrawn so that each district is substantially equal in population. This process, called redistricting, is important in ensuring that each city councilmember represents about the same number of constituents. In [City], the City Council is responsible for drawing council districts. Redistricting is done using U.S. Census data, which is released around March 31, 2021. For the City of [city], the redistricting process must be completed by [date].

Why does redistricting matter to me?

Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing a councilmember.

The City Council will seek input in selecting the next district map for our City Council. You have an opportunity to share with the City Council how you think district boundaries should be drawn to best represent your community.

You can contact the City Clerk at _____ to find out more about how the process works.

What do the existing council districts look like?

You can find a map of the City's current council districts here: [link]

What criteria will our City Council use when drawing district lines?

To the extent practicable, district lines will be adopted using the following criteria: (1) geographically contiguous districts (each city council district should share a common border with the next), (2) the geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division, (3) geographic integrity of a city shall be respected in a manner that minimizes its division, (4) easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.), and (5) lines shall be drawn to encourage geographic compactness. In addition, boundaries shall not be drawn for purposes of favoring or discriminating against a political party.

How will our City Council notify the public about redistricting?

The City Council will reach out to local media to publicize the redistricting process. Also, we will make a good faith effort to notify community groups of various kinds about the redistricting process. Our public [hearings] [or] [workshops] will be provided in applicable languages if residents submit a request in advance. The City Council will notify the public about redistricting [hearings] [or] [workshops], post maps online before adoption, and create a dedicated web page for all relevant information about the redistricting process.

How can I get involved?

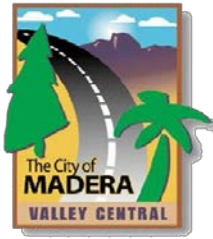
The City Council will be holding [hearings] [or] [workshops] to receive public input on where district lines should be drawn. Those [hearings] [or] [workshops] will be held on:

[Date, location, time]

You can also submit public comments, including suggested draft maps, by emailing: [email]

Where can I find out more?

The City maintains a webpage on the city's redistricting process here: [link]



June 2, 2021

**Madera City Council Meeting
Agenda Item E-2**

Presentation for Fiscal Year Budget 2021/2022, Council Review, Discuss and
Provide Direction to Staff
(Report by Roger Sanchez)

There is no written report for this item.