Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, May 3, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 882 4310 6242#. 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 Elsa Mejia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4
Councilmember Artemio Villegas, District 6

INVOCATION: Pastor Roger Leach, Valley West Christian Center

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 CASA and National Foster Care Month

INTRODUCTIONS:

1. Michael Lima, Director of Financial Services
2. Ismael Hernandez, Public Works Operations Director
3. Daniel Holguin, Interim Information Services Manager

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – March 15, 2023

Recommendation: Approve the City Council Minutes of March 15, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for April 8, 2023 to April 21, 2023 (Report by Michael Lima)

B-3 Assignment of an Account Collections Services Agreement

Recommendation: Adopt a Resolution Approving the Assignment of an Account Collection Services Agreement from CB Merchant Services, Inc. to Synergetic Communications, Inc. (Report by Michael Lima)

B-4 Support Letter for Senate Bill 17 as Introduced by Senator Anna Caballero

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Arnoldo Rodriguez)

B-5 Letter of Support for Request for Clean California Funding for the Madera Station Relocation Project

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Arnoldo Rodriguez)

B-6 Resolution Formalizing Support for Senate Bill 227

Recommendation: Adopt a Resolution Establishing the City's Stance on Senate Bill 227 and Authorizing the City Manager to Execute a Letter of Support to the State Legislature (Report by Arnoldo Rodriguez)

B-7 Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at 1302 Pomegranate Street (APN 011-351-076)

Recommendation: Adopt a Resolution Approving a Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement (PUE) at Property Owner's Risk (Covenant) (Report by Keith Helmuth)

B-8 Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at 1409 Taylor Lane (APN 006-580-004)

Recommendation: Adopt a Resolution Approving a Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement (PUE) at Property Owner's Risk (Covenant) (Report by Keith Helmuth)

B-9 Bid Package 1 – RRFB and Safety Improvements at George Washington Elementary School, AHSC Agreement No. 19-AHSC-12761, City Project No. R-94

Recommendation: Adopt a Minute Order Approving:

1) Acceptance of the Construction Bid Package 1 – RRFB and Safety Improvements at George Washington Elementary School, AHSC Agreement No. 19-AHSC-12761, City Project No. R-94; and
2) The Recording of Notice of Completion; and
3) The Release of Retention 35 days after recording of the Notice of Completion (Report by Keith Helmuth)

B-10 Amendment to the Tyler Munis Technologies License and Services Agreement for the Fire Prevention Mobile with Smart Draw System to include Licensing and Software Access and Related Budget Amendment

Recommendation:
1) Adopt a Resolution Approving an Amendment to an Agreement with Tyler Technologies, Inc. to Purchase Fire Prevention Mobile with Smart Draw System to Include Licenses, Software, and Services for $21,906 in Year 1, Plus an Annual Renewal Fee of $14,007 from Measure K; and
2) Adopt a Resolution Approving a Budget Amendment to Allow for Payment of an Agreement with Tyler Technologies, Inc. from Measure K Funds (Report by Justin Macomb)

B-11 Use Agreement with the City of Kerman for the Use of its Shooting Range

Recommendation: Adopt a Resolution Approving a Use Agreement with City of Kerman for Use of Shooting Range and Authorizing the Chief of Police to sign the Agreement on an Annual Basis for up to Three Years (Report by Dino Lawson)

B-12 Appointment of City Treasurer

Recommendation: Adopt a Resolution Appointing Michael Lima, Director of Financial Services, to serve as the City Treasurer (Report by Arnoldo Rodriguez)

B-13 Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

Recommendation: Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Wendy Silva)

B-14 Second Reading and Adoption of the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes

Recommendation: Waive the full reading and adopt an Ordinance of the City Council of the City of Madera adopting the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes, including Appendix P of the California Building Code

and Appendix Z of the California Residential Code, by repealing Chapter 1 of Title IX, and adding Chapter 1 of Title IX of the Madera Municipal Code Ordinance, with the associated CEQA findings (Report by Will Tackett)

C. PUBLIC HEARINGS:

C-1 Rezone (REZ 2023-01) Property Located at 308 N. C Street

Recommendation: The Planning Commission and staff recommend the City Council hold a Public Hearing, Make the Necessary Findings, and Take Actions as follows:

1) Waive full reading and introduce an Ordinance adopting a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and rezoning the approximately 0.17 acres of property located at 308 N. C Street (APN: 007-081-014) from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district (Report by Will Tackett)

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

D-1 Agreement with EagleShield Pest Control for Pest Control Services

Recommendation: Adopt a Resolution Approving an Agreement with EagleShield Pest Control to Provide Pest Control Services to the City for a Base Cost of $12,373 Per Year for Two Years (Report by Ismael Hernandez)

D-2 Agreement between the City and Superior International Industries

Recommendation: Adopt a Resolution Approving a Cooperative Purchase Agreement with Superior International Industries for McNally Park in the Amount of $244,508.42 and Rescinding Resolution No. 23-46 Approved on April 19, 2023 (Report by Joseph Hebert)

E. ADMINISTRATIVE REPORTS: None

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9 (d) (1)

Name of Case: Phenos of Madera, Inc. dba Phenos of Madera
Cannabis Appeal Before Hearing Officer

ADJOURNMENT:

UPCOMING MEETING DATES:

- Wednesday, May 17, 2023

- Wednesday, June 7, 2023

- The meeting room is accessible to the physically disabled. Requests for accommodations for persons with disabilities such as signing services, assistive listening devices, or alternative format agendas and reports needed to assist participation in this public meeting may be made by calling the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov . Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be made as soon as practicable as additional time may be required for the City to arrange or provide the requested accommodation. Requests may also be delivered/mailed to: City of Madera, Attn: City Clerk, 205 W. 4th Street, Madera, CA 93637. At least seventy-two (72) hours' notice prior to the meeting is requested but not required. When making a request, please provide sufficient detail that the City may evaluate the nature of the request and available accommodations to support meeting participation. Please also provide appropriate contact information should the City need to engage in an interactive discussion regarding the requested accommodation.
- The services of a translator can be made available. Please contact the City Clerk's Office at (559) 661-5405 or emailing cityclerkinfo@madera.gov to request translation services for this meeting. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service. Requests should be submitted in advance of the meeting to allow the City sufficient time to provide or arrange for the requested services. At least seventy-two (72) hours' notice prior to the meeting is requested but not required.
- 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.
- A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (559) 661-5405 or by email at cityclerkinfo@madera.gov .
- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
- Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for May 3, 2023, near the front entrances of City Hall and on the City's website www.madera.gov at 8:00 p.m. on April 27, 2023.

Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	03/15/2023
Adopted:	05/03/2023

Minutes of a Regular Meeting of the Madera City Council

March 15, 2023 **Council Chambers**
6:00 p.m. **City Hall**

The Madera City Council meetings are open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 840 1595 0427#. 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: Meeting was called to order at 6:00 p.m.

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

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, City Engineer Keith Helmuth, Community Development Director Will Tackett, Division Fire Chief Justin McCombs, Fire Battalion Chief Ralph Duran, Grants Administrator Marcela Zuniga, Director of Human Resources Wendy Silva, IS Manager Mark Souders, Director of Parks and Community Services Joseph Hebert, Planning Manager Gary Conte, Interim Public Works Director Jamie Hickman, Financial Services Manager Anthony Forestiere, Wastewater Treatment Plant Manager Gabriel Bostan, Administrative Analyst (P/W) Sergio Martinez Orozco, Assistant Engineer Jonathan Gramajo and Police Lieutenant Alicia Videgain.

INVOCATION: Pastor Marc Unger, First Baptist Church of Madera

PLEDGE OF ALLEGIANCE: Councilmember Rodriguez

APPROVAL OF AGENDA:

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, THE AGENDA WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 7 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS

MAYOR PRO TEM MEJIA
COUNCILMEMBER 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.

William Mack of Madera Community College spoke on how the City Council denied their request to participate in the Dolores Huerta event that the college coordinated. He stated the college will be celebrating and highlighting women on March 23rd.

Brian Mata, a resident near Villa Palmilla said he is not allowed to dump his trash on the curb during curbside pick-up. He tried to leave some items on Granada Drive and the Police showed up and told him he couldn't do so. He had to take his items to the landfill. He wants to know why he doesn't have the same opportunity as others. Mayor Garcia asked that Mr. Mata give his contact information to staff and they would contact him with information.

Mattie Mendez, Executive Director for (Community Action Partnership of Madera County) CAPMC thanked Council and City Staff as during winter storms there is usually flooding in on Gill, Pine and Noble Streets and it didn't happen this year with what has been one of the worst storms that has happened in Madera history.

Chief Justin McComb introduced himself as the newly appointed Assistant Fire Chief for Madera. He advised staff that he has the same contact phone number that Fire Chief Matt Watson used to have.

Olga Garcia, Vice President of the Democratic Club expressed disappointment that $2,000 was not given to Madera Community College to help with their event when thousands of dollars are given in grants each year to others.

No further Public Comment was presented. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: 1. City of Madera Women of the Year

Recess was called at 7:03 p.m. and Council reconvened at 7:18 pm.

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 MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – 01/18/23

Recommendation: Approve the City Council Minutes of January 18, 2023 (Report by Alicia Gonzales)

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for February 18, 2023 to March 3, 2023 (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

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

B-4 Volume License Agreement Renewal with Microsoft/CDWG for Microsoft Software

Recommendation: Adopt a Resolution Approving a Three-Year Volume License Agreement between the City and Microsoft and Authorizing the Renewal Procurement of Microsoft Software from CDW-G (Report by Mark Souders)

RES 23-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A THREE-YEAR ANNUAL VOLUME LICENSE SOFTWARE AGREEMENT BETWEEN THE CITY OF MADERA AND MICROSOFT/CDWG IN THE AMOUNT OF $98,547.82 PER YEAR

B-5 Encroachment into a Landscape and Public Utility Easement (PUE) for a Single-Family Home at 3 Via Cerioni (APN 009-460-002)

Recommendation: Adopt a Resolution Approving the Covenant Agreement to Allow a Limited Encroachment into a Landscape and Public Utility Easement (PUE) at the Property Owner's Risk (Covenant) (Report by Keith Helmuth)

RES 23-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A LANDSCAPE AND PUBLIC UTILITY EASEMENT AT THE PROPERTY OWNER'S RISK

B-6 Procurement of a 26 Foot Transit Bus for Madera Metro

Recommendation: Adopt a Resolution Authorizing the Procurement of One Transit Bus Utilizing Federal Transit Administration Section 5307 and Local Transportation Funds in the amount of $161,000 (Report by Anthony Forestiere)

RES 23-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE PROCUREMENT OF TRANSIT VEHICLE UTILIZING FEDERAL TRANSIT ADMINISTRATION (FTA SECTION 5307 PROGRAM FUNDS – AWARD# CA-2022-019)

B-7 Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023

Recommendation: Adopt a Minute Order Approving a Letter of Support for Senate Bill 37 (Caballero): Older Adults and Adults with Disabilities Housing Stability Act of 2023 (Report by Arnoldo Rodriguez)

B-8 Local State of Emergency Related to the Closure of Madera Community Hospital

Recommendation: Adopt a Resolution Continuing to Support Madera County's Proclamation of a Local Emergency due to the closure of Madera Community Hospital (Report by Arnoldo Rodriguez)

RES 23-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SUPPORTING THE COUNTY'S PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE CLOSURE OF MADERA COMMUNITY HOSPITAL FOR A PERIOD OF 30 DAYS

B-9 Extend Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

Recommendation: Adopt a Resolution Extending the Declaration Proclaiming the Existence of a Local Emergency-January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2 (Report by Keith Helmuth)

RES 23-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, EXTENDING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

C. PUBLIC HEARINGS:

C-1 Updating Prima Facie Speed Limits on Designated City Streets in Compliance with Vehicle Code Regarding Speed Surveys on City Streets

Recommendation: Conduct Public Hearing, Waive Full Reading, and Introduce Ordinance Amending Section 3-5.08 of Chapter 5 of Title 3 of the Madera Municipal Code (MMC) to Update Prima Facie Speed Limits on City Streets (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM C-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

INTRO ORD AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING SECTION 3-5.08 OF CHAPTER 5 OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO INCREASING STATE SPEED LIMIT IN CERTAIN ZONES

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

D-1 Rejection of Bids Received for the Invitation for Bids (IFB) 202122-06 (Sidewalk Repairs)

Recommendation: Adopt a Resolution Rejecting the Single Bid Received for IFB 202122-06 and Authorizing the City to Perform the Project with City Staff (Report by Jamie Hickman)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA REJECTING ALL BIDS FOR CITY OF MADERA IFB 202122-06 SIDEWALK REPAIR VARIOUS LOCATIONS, CDBG

D-2 One-Year Contract Extension with Brandley Engineering, Inc. for Consulting Services related to the Airport and Approval of Adjusted and New Fees

Recommendation: Adopt a Resolution to Approving an Amendment to the Airport Engineering and Construction Management Services Agreement between the City and Brandley Engineering, Inc. for One-Year, including Rate Adjustments and the Addition of Positions that were not provided in the Original Agreement (Report by Jamie Hickman)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 1 TO AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND BRANDLEY ENGINEERING, INC.

D-3 Amendment to Extend Consulting Services Agreement for Hearing Officer Services for David Austin

Recommendation: Adopt a Resolution Approving an Extension to the Agreement for Services with David Austin to serve as the Administrative Hearing Officer (Report by Arnoldo Rodriguez)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF MADERA AND DAVID AUSTIN FOR ADMINISTRATIVE HEARING OFFICER SERVICES WITH THE EXPIRATION DATE OF FEBRUARY 16, 2024

D-4 Federal Transit Administration Grant Application for Transit Capital Assistance

Recommendation: Adopt a Resolution Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5307 Grant Application in the amount of $1,222,588 (Report by Anthony Forestiere)

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4 WAS APPROVED UNANIMOUSLY BY A 7/0 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 23-31 RESOLUTION AUTHORIZING THE FILING OF APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION

OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION

D-5 Department of Housing and Community Development Affordable Housing and Sustainable Communities (HCD AHSC) Program Subordination Documents for Esperanza Village

Recommendation: Adopt a Resolution Authorizing Execution of Subordination Documents in Conformance with AHSC Regulatory Agreement between HCD and Downtown Madera Housing Associates, a California Limited Partnership Relating to the Esperanza Village Project (Report by Anthony Forestiere)

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER VILLEGAS, ITEM D-5 WAS APPROVED BY A 6/1 VOTE. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCILMEMBER GALLEGOS.

RES 23-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING EXECUTION OF SUBORDINATION AGREEMENTS IN CONFORMANCE WITH AFFORDABLE HOUSING AND SUSTAINABILITY COMMUNITIES (AHSC) REGULATORY AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND DOWNTON MADERA HOUSING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP RELATING TO ESPERANZA VILLAGE PROJECT

E. <u>ADMINISTRATIVE REPORTS:</u>

E-1 Lions Town & Country Park Update #2

Recommendation: This report is submitted for City Council (Council) consideration of options in the pursuit of funding for the Lions Town & Country Park trail system conditions and rehabilitation plans (Report by Joseph Hebert)

E-2 Emergency Repairs to Avenue 13 Sewer Trunk Main at Granada Drive – Update #4

Recommendation: This report is submitted for informational purposes only, and no action is requested from City Council at this time (Report by Keith Helmuth)

E-3 Informational Item on the Progress of the Madera Transit Plan – Fixed Route System Revision

Recommendation: Information item on the revision of the City's Transit (Madera Metro) Fixed Route System. No action is being requested; however, this item will be presented to Council once documents are finalized. (Report by Anthony Forestiere)

F. <u>COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS</u>:

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.

Councilwoman Gallegos commended City Directors for being mindful of a succession plan and allowing staff to present during meetings. She mentioned a meeting with Assemblywoman Soria in which the various needs were addressed, including the need for a full-service hospital.

Councilmember Montes announced the Volunteer Income Tax Program and the upcoming Sexual Assault Awareness Wear Teal Day event on April 4, 2023, both headed by Community Action Partnership of Madera County. He also commented on the 16th Annual Walk a Mile In Her Shoes event on April 14, 2023 and thanked and congratulated all the women in the community for their contributions.

Councilmember Rodriguez requested staff to bring back the Rental Inspection Ordinance for discussion at a future meeting. He and other leaders met with the Transportation Commission to identify strategies to get Measure T passed. He expressed concern with the projects that may have lost funding due to the rejection of Measure T. He extended his appreciation to all women in honor of Women's History Month.

Councilwoman Evans thanked Councilmember Gallegos for coordinating the Women of the Year awards and saluted all the recipients. She mentioned a request from Senator Caballero's office for a letter of support regarding a $1.5 billion relief package for healthcare solutions for California. She also thanked Fire, Police Department and Public Works for their work during the recent storms.

Mayor Pro Tem Mejia noted her participation at the Read Across America event at local elementary schools. She expressed appreciation for Senator Caballero and Assemblywoman Soria and their advocacy for providing necessary healthcare to Maderans. She announced the Free Healthcare Services Mobile Clinic on March 26th, at the John Wells Youth Center, which will be hosted by Tzu Chi Medical Foundation of Fresno. She announced the upcoming Stop the Hate event to be held at the Pan Am Center on March 28th for anyone interested in information regarding hate crimes.

Councilmember Villegas congratulated all the Women of the Year recipients. He also noted the work being done by Public Works during the recent rainstorms.

Mayor Garcia saluted the women working for the City and thanked them for all their efforts throughout the year.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representatives: Mayor Pro Tem Mejia and Councilmember Montes
Unrepresented Employee: City Manager

City Attorney Hilda Cantu Montoy made the closed session announcement at 9:00 p.m.

Ms. Cantu Montoy and the Council returned from Closed Session at 9:17 p.m. with all members of Council present.

Ms. Cantu Montoy stated there was no reportable action.

ADJOURNMENT: Meeting was adjourned at 9:17 p.m.

UPCOMING MEETING DATES:

- Wednesday, April 5, 2023
- Wednesday, April 19, 2023

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEÓN, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Michael Lima

Michael Lima, Director of Financial Svcs.

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 8, 2023 to April 21, 2023

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 8, 2023 to April 21, 2023 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	36111 – 36226	$1,347,453.52

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$615,258.90
SDI	EDD	$2,262.75
CalPERS Payment	CalPERS	$200.00

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2022/2023 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 2022/2023 budget.

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA

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

May 3, 2023

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36111	04/11/2023	WATER OPS	WATER OPS	FERGUSON ENTERPRISES, INC.	GAS SAW	$	3,988.25
36112	04/11/2023	PW ADMIN	AIRPORT OPS	SEABURY COPLAND & ANDERSON INSURANCE	AIRPORT LIABILITY RENEWAL	$	9,927.00
36113	04/11/2023	FIRE	MEAS K - FIRE	LUIS F FREITAS	HAND LETTERING & REMOVAL	$	1,105.00
36114	04/11/2023	FIRE	FIRE	ALLSTAR FIRE EQUIPMENT	FIRE EQUIPMENT	$	7,050.46
36115	04/11/2023	ENGINEERING	LTF - STREETS	MARK THOMAS & COMPANY, INC.	ENGINEERING AND GRANT WRITING SERVICES	$	43,829.49
36116	04/11/2023	CITY ADMIN	FINANCE	MV CHENG & ASSOCIATES, INC.	CONSULTING SERVICES: INTERIM FINANCE DIRECTOR	$	6,437.50
36117	04/11/2023	FINANCE	MEAS K - FIRE	HINDERLITER, DE LLAMAS AND ASSOCIATES	QTR 3 2022 TRANSACTIONS TAX	$	300.00
36117	04/11/2023	FINANCE	MEAS K - PD	HINDERLITER, DE LLAMAS AND ASSOCIATES	QTR 3 2022 TRANSACTIONS TAX	$	300.00
36118	04/11/2023	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - 03/01/23-03/15/23	$	808.78
36119	04/11/2023	PW ADMIN	AIRPORT OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	5.59
36119	04/11/2023	PW ADMIN	DRAINAGE	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	16.77
36119	04/11/2023	PW ADMIN	FLEET MAINT	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	8.38
36119	04/11/2023	PW ADMIN	SEWER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	8.39
36119	04/11/2023	PW ADMIN	WATER OPS	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	16.77
36119	04/11/2023	PW ADMIN	WWTP	LINDE GAS & EQUIPMENT INC	CYLINDER DEMURRAGE	$	8.38
36120	04/11/2023	HR	HR/RISK MGT	GOMEZ, PATSY	PER DIEM - 2023 HR ANNUAL CONFERENCE	$	144.00
36121	04/11/2023	FLEET	FLEET MAINT	GERARDO YANEZ	TOOL ALLOWANCE REIMBURSEMENT	$	300.00
36121	04/11/2023	FLEET	TRANS - FIXED	GERARDO YANEZ	REIMBURSEMENT - DOT PHYSICAL	$	130.00
36122	04/11/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	$	98.00
36122	04/11/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$	570.00
36122	04/11/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	MONTHLY SAMPLING	$	306.00
36123	04/11/2023	FINANCE	CENTRAL ADMIN	AT&T	03/23 FIRSTNET SVS 9391026406	$	22.82
36123	04/11/2023	FINANCE	FINANCE	AT&T	03/23 FIRSTNET SVS 9391026406	$	22.82
36123	04/11/2023	FINANCE	HR/RISK MGT	AT&T	03/23 FIRSTNET SVS 9391026400	$	24.49
36123	04/11/2023	FINANCE	PARKS	AT&T	03/23 FIRSTNET SVS 9391026412	$	169.44
36123	04/11/2023	FINANCE	PARKS ADMIN	AT&T	03/23 FIRSTNET SVS 9391031580	$	267.13
36123	04/11/2023	FINANCE	SEWER OPS	AT&T	03/23 FIRSTNET SVS 9391026410	$	47.30
36123	04/11/2023	FINANCE	SR CITIZEN COMM	AT&T	03/23 FIRSTNET SVS 9391026415	$	64.38
36123	04/11/2023	FINANCE	WWTP	AT&T	03/23 FIRSTNET SVS 9391026405	$	24.68
36123	04/11/2023	FINANCE	WWTP	AT&T	03/23 FIRSTNET SVS 9391026417	$	34.21
36123	04/11/2023	FINANCE	PD OPS	AT&T	03/23 FIRSTNET SVS 9391026409	$	24.92
36123	04/11/2023	FINANCE	PD OPS	AT&T	03/23 FIRSTNET SVS 9391026414	$	352.16
36124	04/11/2023	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB DSA 796 QTR 3 FY 22/23	$	74.80
36125	04/11/2023	FINANCE	BUILDING	DEPARTMENT OF CONSERVATION	3RD QTR 22/23 SMIP FEE REPORTING	$	(217.95)
36125	04/11/2023	FINANCE	GENERAL FUND	DEPARTMENT OF CONSERVATION	3RD QTR 22/23 SMIP FEE REPORTING	$	4,358.93
36126	04/11/2023	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 03/23	$	63.73
36126	04/11/2023	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 03/23	$	18.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36126	04/11/2023	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 03/23	$	18.92
36126	04/11/2023	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 03/23	$	135.45
36126	04/11/2023	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 03/23	$	90.62
36126	04/11/2023	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.86
36126	04/11/2023	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 03/23	$	126.49
36126	04/11/2023	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 03/23	$	27.87
36126	04/11/2023	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 03/23	$	99.59
36126	04/11/2023	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 03/23	$	18.92
36126	04/11/2023	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.86
36126	04/11/2023	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.86
36126	04/11/2023	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 03/23	$	45.79
36126	04/11/2023	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.83
36126	04/11/2023	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 03/23	$	45.48
36126	04/11/2023	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 03/23	$	45.80
36126	04/11/2023	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 03/23	$	54.77
36126	04/11/2023	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 03/23	$	32.34
36126	04/11/2023	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.83
36126	04/11/2023	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 03/23	$	36.83
36126	04/11/2023	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 03/23	$	30.11
36126	04/11/2023	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 03/23	$	30.11
36126	04/11/2023	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 03/23	$	59.25
36126	04/11/2023	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 03/23	$	41.31
36126	04/11/2023	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 03/23	$	18.92
36126	04/11/2023	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 03/23	$	27.87
36126	04/11/2023	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 03/23	$	18.86
36126	04/11/2023	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 03/23	$	27.87
36127	04/11/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & AUDIOGRAM	$	143.50
36127	04/11/2023	HR	STREETS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL & AUDIOGRAM	$	67.50
36128	04/11/2023	UB - WATER	SOLID WASTE	DATAPROSE, LLC	ANNUAL CURBSIDE CLEAN UP ZONE 3	$	3,799.85
36128	04/11/2023	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	04/23 NEWSLETTER	$	339.09
36128	04/11/2023	UB - WATER	UB - SEWER	DATAPROSE, LLC	04/23 NEWSLETTER	$	339.09
36128	04/11/2023	UB - WATER	UB - WATER	DATAPROSE, LLC	04/23 NEWSLETTER	$	678.19
36129	04/11/2023	FLEET	FLEET MAINT	DEPARTMENT OF MOTOR VEHICLES	REGISTRATION FEE	$	54.00
36130	04/11/2023	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - FIRE #58	$	35.00
36130	04/11/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - PANAM	$	36.00
36130	04/11/2023	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - YWYC	$	336.00
36131	04/11/2023	PW ADMIN	WWTP	E & M ELECTRIC & MACHINERY, INC.	WWTP SOFTWARE	$	20,760.00
36132	04/11/2023	WATER OPS	WATER OPS	FASTENAL COMPANY	WALK BEHIND STREET SAW	$	3,476.20
36133	04/11/2023	ENGINEERING	SEWER CAPITAL OUTLAY	FLOYD JOHNSTON CONSTRUCTION CO., INC.	FJC AVENUE 13 EMERGENCY SEWER REPAIRS	$	333,931.75
36134	04/11/2023	FIRE	FIRE	HI-TECH EMERGENCY VEHICLE SERVICE INC	GRUMMAN PUMP REPAIR #E257	$	2,704.73

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36135	04/11/2023	FIRE	FIRE	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	$ 50.00
36136	04/11/2023	PW ADMIN	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	$ 2,757.67
36137	04/11/2023	FINANCE	INTERMODAL BLDG	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	$ 34.25
36137	04/11/2023	FINANCE	SUCCESSOR AGENCY	CITY OF MADERA	QUARTERLY PARKING ASSESSMENT	$ 113.69
36138	04/11/2023	FINANCE	MADERA DOWNTOWN	MADERA DOWNTOWN ASSOC.	FY 22/23 QTR #3 ASSESSMENTS	$ 5,366.22
36139	04/11/2023	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 2,265.25
36139	04/11/2023	PW ADMIN	BEVERAGE CONTAINER	MADERA TRIBUNE	PUBLIC NOTICE - CURBSIDE CLEAN UP	$ 672.00
36140	04/11/2023	PARKS	AQUATICS PROGRM	MAMMOTH OXYGEN	CO2 FOR POOL	$ 111.60
36141	04/11/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3819620697-3	$ 79.64
36141	04/11/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 8126770647-1	$ 141.78
36141	04/11/2023	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 95.84
36141	04/11/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 1,046.87
36141	04/11/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/23 SERVICE 8307681856-2	$ 784.14
36141	04/11/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 8,367.79
36141	04/11/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 2,205.25
36141	04/11/2023	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	03/23 SERVICE 2000655655-7	$ 2,028.59
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 7949615676-5	$ 19.66
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3642526071-2	$ 64.49
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 8178280304-3	$ 136.68
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3499945233-6	$ 88.25
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 3352588453-3	$ 136.13
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 5237156686-1	$ 34.43
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 4318089701-9	$ 20.37
36141	04/11/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 30,125.68
36141	04/11/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 2173157566-4	$ 1,661.29
36141	04/11/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 526.32
36141	04/11/2023	FINANCE	INTERMODAL BLDG	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 1,523.13
36141	04/11/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 183.08
36141	04/11/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 7,297.29
36141	04/11/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 2,421.61
36141	04/11/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 422.30
36141	04/11/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 119.83
36141	04/11/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9651992016-7	$ 189.90
36141	04/11/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9172110863-6	$ 10,683.07
36141	04/11/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 88,501.13
36141	04/11/2023	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 105.55
36141	04/11/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 10.36
36141	04/11/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 30.51
36141	04/11/2023	FINANCE	ZONE 20B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 21.60
36141	04/11/2023	FINANCE	ZONE 27B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$ 10.90

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36141	04/11/2023	FINANCE	ZONE 2 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	53.06
36141	04/11/2023	FINANCE	ZONE 3 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	40.56
36141	04/11/2023	FINANCE	ZONE 31B ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	30.51
36141	04/11/2023	FINANCE	ZONE 4 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	11.01
36141	04/11/2023	FINANCE	ZONE 6A ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	64.37
36141	04/11/2023	FINANCE	ZONE 29C ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	11.03
36141	04/11/2023	FINANCE	ZONE 8 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	66.45
36141	04/11/2023	FINANCE	ZONE 16 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	22.57
36141	04/11/2023	FINANCE	ZONE 13 ACTIVITIES	PACIFIC GAS & ELECTRIC	02/23 SERVICE 3533032414-2	$	125.20
36142	04/11/2023	FLEET	FLEET MAINT	TORRES BODY SHOP	#6304 REPAIRS	$	5,913.79
36143	04/11/2023	FINANCE	PAYROLL TRUST	OVERPAYMENTS	REFUND - RETURNED AMOUNT	$	922.96
36144	04/11/2023	FINANCE	FINANCE	BL REFUNDS	BUSINESS LICENSE REFUND	$	50.00
36145	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924518	$	31.41
36146	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9923384	$	138.15
36147	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925277	$	36.76
36148	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9916926	$	121.13
36149	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922286	$	148.75
36150	04/11/2023	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 9837006	$	20.22
36151	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9924063	$	114.89
36152	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9918063	$	187.86
36153	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907878	$	211.74
36154	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9925298	$	151.31
36155	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922537	$	68.96
36156	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9919880	$	28.52
36157	04/11/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9902812	$	68.19
36158	04/18/2023	PD OPS	PD OPS	SPECIAL SERVICES GROUP, LLC	ANNUAL COVERT TRACK SERVICE 06/18/23-06/17/24	$	1,200.00
36159	04/18/2023	WWTP	WWTP	TERRAFORM POWER, LLC.	SOLAR ELECTRIC UTILITIES 03/01/23-03/31/23	$	25,575.47
36160	04/18/2023	HR	CDBG PUBLIC SVC	PEQUENOS EMPRESARIOS	CDBG 22/23 Q1 INVOICE JULY-SEPT	$	8,947.62
36161	04/18/2023	PW ADMIN	WATER OPS	MEDINA, JOSE	PER DIEM - CRWA EXPO	$	177.00
36162	04/18/2023	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 04/14/23 PAYROLL	$	1,092.78
36163	04/18/2023	FINANCE	GOLF COURSE DEBT	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT ACCT: 001400608653002	$	164,421.55
36163	04/18/2023	FINANCE	PD OPS	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT ACCT: 0014006086530001	$	62,532.12
36164	04/18/2023	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	$	5,000.00
36165	04/18/2023	PD OPS	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGE ORDER	$	850.65
36166	04/18/2023	PARKS	PARKS	RMA GEOSCIENCE, INC.	LTC REHAB - CONCRETE REPAIR	$	748.00
36167	04/18/2023	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$	57,451.50
36168	04/18/2023	PD OPS	SUPP LAW ENF	POINT EMBLEMS, LLC	LAPEL PINS	$	277.74
36168	04/18/2023	PD OPS	SUPP LAW ENF	POINT EMBLEMS, LLC	SHAPED 3D COIN	$	1,711.23
36169	04/18/2023	PD OPS	PD OPS	PACIFIC STORAGE COMPANY	SHREDDING SERVICES	$	368.00
36170	04/18/2023	CITY CLERK	AIRPORT OPS	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	$	7.70

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36171	04/18/2023	ENGINEERING	WATER OPS	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	$	3,102.35
36172	04/18/2023	HR	HR/RISK MGT	ALLIANT INSURANCE SERVICES, INC.	CONSULTING SERVICES - HEALTH AND WELFARE	$	3,750.00
36173	04/18/2023	ENGINEERING	SEWER CAPITAL OUTLAY	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	$	10,700.28
36174	04/18/2023	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	$	62.19
36175	04/18/2023	PD OPS	CODE ENF	O&E TRANSPORTATION LLC	RIVER CLEAN UP	$	12,075.00
36176	04/18/2023	PLANNING	PLANNING	GARY CONTE	PER DIEM - SJV POLICY CONFERENCE	$	286.17
36177	04/18/2023	GRANTS	PROP 1B PTMISEA	ACCESS DISPLAY GROUP, INC.	TRANSIT INFORMATION KIOSK	$	27,583.25
36178	04/18/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY MONITORING	$	65.00
36178	04/18/2023	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	$	1,140.00
36179	04/18/2023	FINANCE	BUILDING	AT&T	03/23 CALNET 3 SVS 9391026407	$	24.49
36179	04/18/2023	FINANCE	BUILDING	AT&T	03/23 CALNET 3 SVS 9391031559	$	20.09
36179	04/18/2023	FINANCE	BUILDING	AT&T	03/23 CALNET 3 SVS 9391031577	$	26.32
36179	04/18/2023	FINANCE	BUILDING	AT&T	03/23 CALNET 3 SVS 9391026390	$	62.87
36179	04/18/2023	FINANCE	CITY ATTORNEY	AT&T	03/23 CALNET 3 SVS 9391026388	$	54.67
36179	04/18/2023	FINANCE	CITY ATTORNEY	AT&T	03/23 CALNET 3 SVS 9391031559	$	6.70
36179	04/18/2023	FINANCE	CITY ATTORNEY	AT&T	03/23 CALNET 3 SVS 9391031577	$	7.50
36179	04/18/2023	FINANCE	CITY ATTORNEY	AT&T	03/23 CALNET 3 SVS 9391026390	$	17.93
36179	04/18/2023	FINANCE	CITY CLERK	AT&T	03/23 CALNET 3 SVS 9391031559	$	5.02
36179	04/18/2023	FINANCE	CITY CLERK	AT&T	03/23 CALNET 3 SVS 9391031577	$	7.50
36179	04/18/2023	FINANCE	CITY CLERK	AT&T	03/23 CALNET 3 SVS 9391026390	$	17.93
36179	04/18/2023	FINANCE	CODE ENF	AT&T	03/23 CALNET 3 SVS 9391026413	$	48.49
36179	04/18/2023	FINANCE	COMM & REC	AT&T	03/23 CALNET 3 SVS 9391026392	$	50.03
36179	04/18/2023	FINANCE	COMM & REC	AT&T	03/23 CALNET 3 SVS 9391026391	$	282.23
36179	04/18/2023	FINANCE	COMPUTER MAINT	AT&T	03/23 CALNET 3 SVS 9391031559	$	5.02
36179	04/18/2023	FINANCE	COMPUTER MAINT	AT&T	03/23 CALNET 3 SVS 9391031577	$	15.03
36179	04/18/2023	FINANCE	COMPUTER MAINT	AT&T	03/23 CALNET 3 SVS 9391026390	$	35.92
36179	04/18/2023	FINANCE	ENGINEERING	AT&T	03/23 CALNET 3 SVS 9391031559	$	38.51
36179	04/18/2023	FINANCE	ENGINEERING	AT&T	03/23 CALNET 3 SVS 9391031577	$	52.63
36179	04/18/2023	FINANCE	ENGINEERING	AT&T	03/23 CALNET 3 SVS 9391026390	$	125.75
36179	04/18/2023	FINANCE	FACILITIES MAINT	AT&T	03/23 CALNET 3 SVS 9391031564	$	14.77
36179	04/18/2023	FINANCE	FACILITIES MAINT	AT&T	03/23 CALNET 3 SVS 9391026394	$	26.04
36179	04/18/2023	FINANCE	FINANCE	AT&T	03/23 CALNET 3 SVS 9391031559	$	25.11
36179	04/18/2023	FINANCE	FINANCE	AT&T	03/23 CALNET 3 SVS 9391031577	$	41.35
36179	04/18/2023	FINANCE	FINANCE	AT&T	03/23 CALNET 3 SVS 9391026390	$	98.79
36179	04/18/2023	FINANCE	FIRE	AT&T	03/23 CALNET 3 SVS 9391026402	$	24.49
36179	04/18/2023	FINANCE	FLEET MAINT	AT&T	03/23 CALNET 3 SVS 9391031564	$	9.84
36179	04/18/2023	FINANCE	FLEET MAINT	AT&T	03/23 CALNET 3 SVS 9391026394	$	17.39
36179	04/18/2023	FINANCE	GRANT OVERSIGHT	AT&T	03/23 CALNET 3 SVS 9391031559	$	11.72
36179	04/18/2023	FINANCE	GRANT OVERSIGHT	AT&T	03/23 CALNET 3 SVS 9391031577	$	15.03
36179	04/18/2023	FINANCE	GRANT OVERSIGHT	AT&T	03/23 CALNET 3 SVS 9391026390	$	35.92

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
36179	04/18/2023	FINANCE	HR/RISK MGT	AT&T	03/23 CALNET 3 SVS 9391031559	$ 6.70
36179	04/18/2023	FINANCE	HR/RISK MGT	AT&T	03/23 CALNET 3 SVS 9391031577	$ 11.26
36179	04/18/2023	FINANCE	HR/RISK MGT	AT&T	03/23 CALNET 3 SVS 9391026390	$ 26.89
36179	04/18/2023	FINANCE	PLANNING	AT&T	03/23 CALNET 3 SVS 9391031559	$ 11.72
36179	04/18/2023	FINANCE	PLANNING	AT&T	03/23 CALNET 3 SVS 9391031577	$ 18.79
36179	04/18/2023	FINANCE	PLANNING	AT&T	03/23 CALNET 3 SVS 9391026390	$ 44.88
36179	04/18/2023	FINANCE	STREETS	AT&T	03/23 CALNET 3 SVS 9391031564	$ 24.63
36179	04/18/2023	FINANCE	STREETS	AT&T	03/23 CALNET 3 SVS 9391026394	$ 43.43
36179	04/18/2023	FINANCE	SEWER OPS	AT&T	03/23 CALNET 3 SVS 9391031564	$ 17.23
36179	04/18/2023	FINANCE	SEWER OPS	AT&T	03/23 CALNET 3 SVS 9391026394	$ 30.38
36179	04/18/2023	FINANCE	SOLID WASTE	AT&T	03/23 CALNET 3 SVS 9391031564	$ 19.73
36179	04/18/2023	FINANCE	SOLID WASTE	AT&T	03/23 CALNET 3 SVS 9391026394	$ 34.72
36179	04/18/2023	FINANCE	SR CITIZEN COMM	AT&T	03/23 CALNET 3 SVS 9391026389	$ 24.49
36179	04/18/2023	FINANCE	SR CITIZEN COMM	AT&T	03/23 CALNET 3 SVS 9391026395	$ 24.49
36179	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 CALNET 3 SVS 9391031564	$ 4.92
36179	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 CALNET 3 SVS 9391026394	$ 8.68
36179	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 CALNET 3 SVS 9391031559	$ 6.70
36179	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 CALNET 3 SVS 9391031577	$ 12.22
36179	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 CALNET 3 SVS 9391026390	$ 29.20
36179	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 CALNET 3 SVS 9391031564	$ 4.92
36179	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 CALNET 3 SVS 9391026394	$ 8.68
36179	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 CALNET 3 SVS 9391031559	$ 6.70
36179	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 CALNET 3 SVS 9391031577	$ 12.21
36179	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 CALNET 3 SVS 9391026390	$ 29.18
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391026393	$ 75.48
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391031564	$ 9.86
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391026394	$ 17.39
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391031559	$ 13.39
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391031577	$ 24.48
36179	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 CALNET 3 SVS 9391026390	$ 58.48
36179	04/18/2023	FINANCE	WATER OPS	AT&T	03/23 CALNET 3 SVS 9391031564	$ 22.15
36179	04/18/2023	FINANCE	WATER OPS	AT&T	03/23 CALNET 3 SVS 9391026394	$ 39.06
36179	04/18/2023	FINANCE	WATER QUALITY	AT&T	03/23 CALNET 3 SVS 9391031564	$ 9.84
36179	04/18/2023	FINANCE	WATER QUALITY	AT&T	03/23 CALNET 3 SVS 9391026394	$ 17.39
36179	04/18/2023	FINANCE	WWTP	AT&T	03/23 CALNET 3 SVS 9391031564	$ 14.77
36179	04/18/2023	FINANCE	WWTP	AT&T	03/23 CALNET 3 SVS 9391026394	$ 26.04
36179	04/18/2023	FINANCE	CITY MANAGER	AT&T	03/23 CALNET 3 SVS 9391031559	$ 10.05
36179	04/18/2023	FINANCE	CITY MANAGER	AT&T	03/23 CALNET 3 SVS 9391031577	$ 7.50
36179	04/18/2023	FINANCE	CITY MANAGER	AT&T	03/23 CALNET 3 SVS 9391026390	$ 17.93
36179	04/18/2023	FINANCE	PURCHASING	AT&T	03/23 CALNET 3 SVS 9391031564	$ 14.77

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36179	04/18/2023	FINANCE	PURCHASING	AT&T	03/23 CALNET 3 SVS 9391026394	$	26.04
36179	04/18/2023	FINANCE	PD OPS	AT&T	03/23 CALNET 3 SVS 9391031561	$	167.43
36179	04/18/2023	FINANCE	PD OPS	AT&T	03/23 CALNET 3 SVS 9391026411	$	165.71
36179	04/18/2023	FINANCE	PD OPS	AT&T	03/23 CALNET 3 SVS 9391031579	$	250.13
36179	04/18/2023	PD OPS	PD OPS	AT&T	03/23 CALNET 3 SVS 9391031566	$	167.43
36179	04/18/2023	PD OPS	PD OPS	AT&T	03/23 CALNET 3 SVS 9391064552	$	308.03
36179	04/18/2023	PD OPS	PD OPS	AT&T	03/23 CALNET 3 SVS 9391031578	$	177.45
36180	04/18/2023	FINANCE	AQUATICS PROGRM	AT&T	03/23 CALNET 3 SVS 9391026397	$	22.82
36181	04/18/2023	FINANCE	BUILDING	AT&T	03/23 FIRSTNET SVS 287302656036	$	918.12
36181	04/18/2023	FINANCE	CITY CLERK	AT&T	03/23 FIRSTNET SVS 287302656036	$	89.90
36181	04/18/2023	FINANCE	CITY COUNCIL	AT&T	03/23 FIRSTNET SVS 287302656036	$	281.68
36181	04/18/2023	FINANCE	CODE ENF	AT&T	03/23 FIRSTNET SVS 287302656036	$	44.95
36181	04/18/2023	FINANCE	COMPUTER MAINT	AT&T	03/23 FIRSTNET SVS 287302656036	$	1,909.21
36181	04/18/2023	FINANCE	ENGINEERING	AT&T	03/23 FIRSTNET SVS 287302656036	$	285.07
36181	04/18/2023	FINANCE	FACILITIES MAINT	AT&T	03/23 FIRSTNET SVS 287302656036	$	749.32
36181	04/18/2023	FINANCE	FINANCE	AT&T	03/23 FIRSTNET SVS 287302656036	$	140.18
36181	04/18/2023	FINANCE	FLEET MAINT	AT&T	03/23 FIRSTNET SVS 287302656036	$	44.95
36181	04/18/2023	FINANCE	GRANT OVERSIGHT	AT&T	03/23 FIRSTNET SVS 287302656036	$	94.92
36181	04/18/2023	FINANCE	HR/RISK MGT	AT&T	03/23 FIRSTNET SVS 287302656036	$	90.21
36181	04/18/2023	FINANCE	PARKS	AT&T	03/23 FIRSTNET SVS 287302656036	$	195.11
36181	04/18/2023	FINANCE	PLANNING	AT&T	03/23 FIRSTNET SVS 287302656036	$	44.95
36181	04/18/2023	FINANCE	STREETS	AT&T	03/23 FIRSTNET SVS 287302656036	$	49.97
36181	04/18/2023	FINANCE	UB - GARBAGE	AT&T	03/23 FIRSTNET SVS 287302656036	$	11.23
36181	04/18/2023	FINANCE	UB - SEWER	AT&T	03/23 FIRSTNET SVS 287302656036	$	11.24
36181	04/18/2023	FINANCE	UB - WATER	AT&T	03/23 FIRSTNET SVS 287302656036	$	22.48
36181	04/18/2023	FINANCE	WWTP	AT&T	03/23 FIRSTNET SVS 287302656036	$	49.97
36181	04/18/2023	FINANCE	CITY MANAGER	AT&T	03/23 FIRSTNET SVS 287302656036	$	90.21
36182	04/18/2023	ENGINEERING	ENGINEERING	AMERICAN PUBLIC WORKS ASSOCIATION	2023 MEMBERSHIP # 80033	$	229.00
36183	04/18/2023	HR	HR/RISK MGT	CA DEPARTMENT OF JUSTICE	03/23 DOJ LIVESCAN FINGERPRINT APPS	$	32.00
36183	04/18/2023	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	03/23 DOJ LIVESCAN FINGERPRINT APPS	$	192.00
36184	04/18/2023	PD OPS	PD OPS	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT EXAM	$	900.00
36185	04/18/2023	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 04/14/2023 PAYROLL	$	985.33
36186	04/18/2023	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$	143.50
36186	04/18/2023	FLEET	FLEET MAINT	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL RECERTIFICATION	$	108.90
36187	04/18/2023	FLEET	FLEET ACQUISITION	COOK'S COMMUNICATIONS	MISC PARTSMISC PARTS	$	2,948.19
36188	04/18/2023	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/23	$	213.55
36188	04/18/2023	PD OPS	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/23	$	21.88
36188	04/18/2023	PD OPS	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/23	$	21.88
36188	04/18/2023	PD OPS	UB - WATER	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 03/23	$	43.74
36189	04/18/2023	GRANTS	MADERA TRANSIT	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - TRANSIT	$	80.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36190	04/18/2023	SEWER OPS	SEWER OPS	FASTENAL COMPANY	DIRT TAMPER	$	4,801.10
36191	04/18/2023	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 03/16/23-03/31/23	$	21,140.00
36192	04/18/2023	GRANTS	INTERMODAL BLDG	GUARDIAN WESTERN SWEEPING INC.	04/23 POWER SWEEPING	$	387.00
36192	04/18/2023	GRANTS	PARKING DIST OPS	GUARDIAN WESTERN SWEEPING INC.	04/23 POWER SWEEPING	$	387.00
36193	04/18/2023	SEWER OPS	SEWER OPS	HAAKER EQUIPMENT CO.	SEWER NOZZLES	$	5,636.87
36194	04/18/2023	PD OPS	PD OPS	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	$	5,025.60
36195	04/18/2023	CITY ADMIN	CENTRAL ADMIN	LEAGUE OF CALIFORNIA CITIES	2023 MEMBERSHIP FEES	$	537.13
36196	04/18/2023	FINANCE	WATER CONSERV	CITY OF MADERA	DISHWASHER REBATE - 9915604	$	200.00
36196	04/18/2023	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 9915604	$	90.48
36196	04/18/2023	FINANCE	WATER CONSERV	CITY OF MADERA	MULCH REBATE - 3642003	$	91.00
36196	04/18/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/23 UTILITY SERVICE - 3040431-500276	$	94.08
36196	04/18/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/23 UTILITY SERVICE - 3040421-500276	$	50.92
36196	04/18/2023	GRANTS	INTERMODAL BLDG	CITY OF MADERA	04/23 UTILITY SERVICE - 3040441-500276	$	54.63
36197	04/18/2023	PARKS	AQUATICS PROGRM	MADERA COUNTY ENVIRONMENTAL HEALTH DEPT	ENVIROMENTAL HEALTH FEES FOR POOL	$	834.00
36198	04/18/2023	PW ADMIN	SEWER OPS	MATHIES, MICHAEL	PER DIEM - CRWA EXPO	$	177.00
36199	04/18/2023	FINANCE	CFD DEBT FUND - 2006	WILLDAN FINANCIAL SERVICES	CFD 2006-1 SERIES 2018 PRIVATE PLACEMENT	$	1,750.00
36199	04/18/2023	FINANCE	CFD DEBT FUND - 2006	WILLDAN FINANCIAL SERVICES	CFD 2005-1 & 2006-1 ADMIN FEE 4TH QTR 22/23	$	2,503.60
36200	04/18/2023	PD OPS	PD OPS	NORTHERN CALIFORNIA REGIONAL PUBLIC	SWAT TRAINING	$	2,000.00
36201	04/18/2023	BUILDING	BUILDING	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES - BUILDING	$	522.84
36202	04/18/2023	FLEET	FLEET MAINT	OWENS, BRIAN	TOOL ALLOWANCE REIMBURSEMENT	$	300.00
36203	04/18/2023	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	1,316.46
36203	04/18/2023	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	3,533.97
36203	04/18/2023	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	1,660.66
36203	04/18/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 1598348280-1	$	74.28
36203	04/18/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 5225647713-5	$	14.29
36203	04/18/2023	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	5,321.79
36203	04/18/2023	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	307.54
36203	04/18/2023	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	150.03
36203	04/18/2023	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	148.76
36203	04/18/2023	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	34.64
36203	04/18/2023	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	819.67
36203	04/18/2023	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	422.68
36203	04/18/2023	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	7.84
36203	04/18/2023	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	16,507.13
36203	04/18/2023	FINANCE	ZONE 24 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	16.06
36203	04/18/2023	FINANCE	ZONE 26 ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	9.53
36203	04/18/2023	FINANCE	ZONE 31A ACTIVITIES	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	19.06
36203	04/18/2023	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	03/23 SERVICE 9920095153-3	$	4,204.35
36204	04/18/2023	PD OPS	CODE ENF	PECK'S PRINTERY	CE - ENVELOPES	$	301.91
36204	04/18/2023	PD OPS	MEAS K - PD	PECK'S PRINTERY	PD - EMERGENCY PROTECITVE ORDER	$	683.06

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
36204	04/18/2023	PD OPS	PD OPS	PECK'S PRINTERY	PD - ENVELOPES	$	301.91
36205	04/18/2023	PD OPS	PD OPS	PROFORCE	FIREARMS	$	2,709.94
36206	04/18/2023	PW ADMIN	SEWER OPS	ROMERO, ARTURO	PER DIEM - CRWA EXPO	$	177.00
36207	04/18/2023	WWTP	SEWER CAPITAL OUTLAY	STANTEC CONSULTING SERVICES INC.	PROFESSIONAL ENGINEERING CONSULTING SERVICES	$	1,967.89
36208	04/18/2023	PARKS	COMM & REC	STATE OF CALIFORNIA	YC ANNUAL ELEVATOR CERTIFICATION	$	225.00
36209	04/18/2023	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 04/14/23 PAYROLL	$	25.00
36210	04/18/2023	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	$	2,661.70
36210	04/18/2023	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	$	626.65
36211	04/18/2023	PARKS	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	$	304.51
36212	04/18/2023	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS 03/23	$	232.00
36213	04/18/2023	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	ZABE PARCEL MAP 23-P-01	$	820.00
36214	04/18/2023	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$	2,439.00
36215	04/18/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #10	$	1,700.00
36216	04/18/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #25	$	1,700.00
36217	04/18/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #13	$	1,700.00
36218	04/18/2023	FINANCE	WATER FUND	AR REFUNDS	DEPOSIT REFUND METER #30	$	1,700.00
36219	04/18/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC FIELD 6	$	50.00
36220	04/18/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC FIELD 7	$	50.00
36221	04/18/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - LTC PAVILION	$	50.00
36222	04/18/2023	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	DEPOSIT REFUND - ROTARY YOUTH HUT	$	50.00
36223	04/18/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9907565	$	158.80
36224	04/18/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 10000352	$	88.69
36225	04/18/2023	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 9922960	$	94.96
36226	04/19/2023	PW ADMIN	WATER OPS	BOTWRIGHT JR., JOHN D.	PER DIEM - CRWA EXPOPER DIEM - CRWA EXPO	$	177.00
235	04/13/2023	FINANCE	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	$	200.00
236	04/13/2023	FINANCE	FINANCE	PITNEY BOWES, INC.	PREPAID POSTAGE REFILL	$	5,000.00
237	04/13/2023	FINANCE	PAYROLL TRUST	MISSION SQUARE - 302351	PLAN #302351 CONTRIBS FOR 03/31/23 PAYROLL	$	31,303.52
238	04/13/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 03/31/2023 PAYROLL	$	2,129.32
239	04/13/2023	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 03/31/2023 PAYROLL	$	9,690.27
240	04/13/2023	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	03/23 MONTHLY DUES	$	2,330.00
241	04/13/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	SECTION 125 PLAN YEAR FEE & PARTICIPANT FEE	$	108.00
242	04/19/2023	FINANCE	FINANCE	CALPERS	UNFUNDED ACCRUED LIABILITY CONTRIBUTION	$	200.00
243	04/19/2023	FINANCE	PAYROLL TRUST	NAVIA BENEFIT SOLUTIONS INC	FSA SECTION 125 DISBURSEMENT 04/14/2023	$	2,407.52
244	04/19/2023	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,793.42
244	04/19/2023	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	206.82
244	04/19/2023	PURCHASING	BEVERAGE CONTAINER	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	2,016.00
244	04/19/2023	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	203.47
244	04/19/2023	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	35.99
244	04/19/2023	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	974.31
244	04/19/2023	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,290.08

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION		AMOUNT
244	04/19/2023	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	504.70
244	04/19/2023	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	294.65
244	04/19/2023	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	2,482.41
244	04/19/2023	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	397.02
244	04/19/2023	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	10,030.23
244	04/19/2023	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	(4.63)
244	04/19/2023	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	6,999.94
244	04/19/2023	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	12,791.29
244	04/19/2023	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	8,695.43
244	04/19/2023	PURCHASING	GENERAL TRUST	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	572.05
244	04/19/2023	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	65.94
244	04/19/2023	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,109.71
244	04/19/2023	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,691.02
244	04/19/2023	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	3,111.80
244	04/19/2023	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	10,468.41
244	04/19/2023	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	13,108.49
244	04/19/2023	PURCHASING	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	753.95
244	04/19/2023	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	695.65
244	04/19/2023	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	21,304.44
244	04/19/2023	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	3,838.50
244	04/19/2023	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,391.05
244	04/19/2023	PURCHASING	SR CITIZEN COMM	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	870.19
244	04/19/2023	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,250.47
244	04/19/2023	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	9,211.34
244	04/19/2023	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	2,606.54
244	04/19/2023	PURCHASING	WATER CAPITAL OUTLAY	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	15.89
244	04/19/2023	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	5,435.67
244	04/19/2023	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	1,532.95
244	04/19/2023	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	6,771.98
244	04/19/2023	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	3,528.17
244	04/19/2023	PURCHASING	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	31.07
244	04/19/2023	PURCHASING	FLEET ACQUISITION	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	2,251.60
244	04/19/2023	PURCHASING	PROP 1B PTMISEA	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	3,722.89
244	04/19/2023	PURCHASING	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	161.64
244	04/19/2023	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	300.67
244	04/19/2023	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	03/23 CALCARD CHARGES	$	16,180.65
			BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL			**$**	**1,347,453.52**

REPORT TO CITY COUNCIL

Approved by:
Michael Lima
Michael Lima, Director of Financial Services

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023
Agenda Number: B-3

SUBJECT:

Assignment of an Account Collections Services Agreement

RECOMMENDATION:

Adopt a resolution approving the assignment of an account collections services agreement from CB Merchant Services, Inc. to Synergetic Communication, Inc.

SUMMARY:

Synergetic Communication, Inc. has submitted a request to approve the assignment and assumption of contracts. This will affect an existing contract with the City for account collection services regarding unpaid utility fees, business license fees, administrative citation costs, jail booking fees, nuisance abatement costs, and any other delinquent fees or charges owed to the City.

DISCUSSION:

On March 30, 2022, the City issued a competitive request for proposals for account collection services. Proposals were received on April 29, 2022, and reviewed by an evaluation team comprised of City Finance staff. After evaluation, CB Merchant Services, Inc. (CBMS) was selected for the contract award. The agreement was approved by City Council on July 20, 2022, and remains in effect through June 30, 2024, with up to three additional one-year terms upon mutual written consent. On April 1, 2023, CBMS was acquired by Synergetic Communication, Inc. (SYNCOM). Subsequently, SYNCOM submitted a letter to the City requesting approval of the assignment and assumption of contracts from CBMS.

SYNCOM has agreed to assume full responsibility for the subject Agreement and has agreed that the provisions of the Agreement will remain unchanged. It has also been confirmed that CBMS staff will remain in place as part of SYNCOM's staff and will continue to service the City's account.

FINANCIAL IMPACT:

There will be no fiscal impact on the City's funds as a result of the assignment of the agreement to SYNCOM. This agreement is structured to allow all service charges to be deducted from actual funds collected.

ALTERNATIVES:

As an alternative, Council may request that the City issue a new request for proposals for this service. Such a request would take staff time to administer the procurement process with no certainty that it would result in tangible results for the City or customers.

ATTACHMENTS:

1. Resolution approving the request for assignment
2. Request for Assignment letter from SYNCOM

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REQUEST OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS FROM CB MERCHANT SERVICES, INC. TO SYNERGETIC COMMUNICATION, INC.

WHEREAS, the City of Madera entered into an agreement with CB Merchant Services, Inc. (CBMS) on July 30, 2022, for account collection services; and

WHEREAS, CBMS was acquired and became a wholly owned subsidiary of Synergetic Communication, Inc. (SYNCOM); and

WHEREAS, SYNCOM has requested approval of assignment and assumption of contracts.

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

1. The above recitals are true and correct.

2. The agreement for account collections services as described above is necessary to conducting City business.

3. Approves the Assignment and Assumption of Contracts from CB Merchant Services, Inc. to Synergetic Communication, Inc.

4. The Mayor is authorized to execute the Assignment and Assumptions of Contracts letter.

5. This resolution is effective immediately upon adoption.

* * * * * * *

Synergetic Communication Inc.
5450 NW Central Drive, Suite 220
Houston, TX 77092

Date: 04/13/23

Jennifer Stickman
City of Madera
Finance Department
205 W 4th St
Manteca, Ca 93637

Re: Assignment

Synergetic Communication Inc bought C B Merchant Services as of April 1, 2023.

All accounts previously assigned to C B Merchant Services were transferred to Synergetic Communication Inc who accept the contract with C B Merchant services with no changes to the agreed services.

The Stockton office will continue to be run by the same office staff that you have worked in the past at the same address 217 N San Joaquin St Stockton, Ca 95202 and phone number (209) 944-9001.

We look forward to continuing our relationship with your office.

Sincerely,

Ana Molina
Manager, California Branch
Synergetic Communication Inc
(209) 944-9001 x 124

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-4

SUBJECT:

Letter of Support for Senate Bill 17 as Introduced by Senator Anna Caballero

RECOMMENDATION:

This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time

SUMMARY:

Staff received a request from the office of Senator Anna M. Caballero seeking a letter supporting an affirmative stance for Senate Bill (SB) 17, known as the Senior Housing Production Act of 2023. As the Letter of Support was provided to Senator Caballero's office and the State Legislature, this Staff item intends to present contextual information on SB 17 and the City's position.

BACKGROUND:

Older adults currently dependent on limited fixed incomes, such as Supplemental Security Income (SSI), are being priced out of the housing market due to rent increases, leading to a rise in homelessness and housing instability. Among single adults experiencing homelessness, approximately half are ages 50 and older, and almost half became homeless for the first time after age 50.

Older adult homelessness is increasing in absolute numbers and relative to the rest of the unhoused population. From 2017 to 2021, California's overall senior population grew by 7 percent, while the number of people 55 and over who sought services because they became homeless increased by 84 percent. The increase in the number of older adults seeking homeless services and their proportion of the overall population increased more than any other age group.

Despite the rapid increase in the need for housing for older adults, low-income housing production for this demographic in California has not kept pace with demand.

Senate Bill (SB 17) seeks to ensure that older adults receive equitable funding from the State's Low Income Housing Tax Credit Program (LIHTC).

DISCUSSION:

Low, Income Housing Tax Credit Program is a housing financing program administered by the Tax Credit Allocation Committee (TCAC) of the State Treasury to assist in the new construction, rehabilitation, and preservation of affordable rental housing. Currently, it aims to spend 15 percent of the State's allocation of the LIHTC. However, this goal does not guarantee a set aside of LIHTC for senior housing production. This number often serves as a ceiling, resulting in fewer credits allocated for senior housing than what matches the need. By 2030, it is estimated that 25 percent of the state's population will be 60 years or older, representing an overall increase of 166 percent. People over 85 will have an even faster growth rate, increasing by 489 percent from 2010 to 2060. Additionally, California residents, as a whole, are experiencing the largest concentration of severely unaffordable housing markets in the nation as the statewide median home value has topped $750,000, according to the California Association of Realtors. These values have made home ownership increasingly unattainable for the average resident and especially seniors relying on fixed incomes.

To keep up with demand, the state Department of Housing and Community Development (HCD) estimates that California must plan for the development of more than 2.5 million homes over the next eight years, and no less than one million of those homes must meet the needs of lower-income households (more than 640,000 very low-income and 385,000 low-income units are needed). Residential construction has been unable to keep up with housing demands for several years, resulting in a severe undersupply of housing.

In January of 2021, the Newsom Administration released the Master Plan on Aging, which calls for an end to homelessness and sets forth a requirement to develop housing solutions to prevent and end homelessness among older adults and other at-risk populations. Targeted programs play an essential role in helping particular populations of adults access housing, including those who are Adult Protective Services clients and those who are eligible for SSI payments. However, no comprehensive state program exists that provides long-term housing subsidies for older and disabled adults who are on fixed incomes. Meanwhile, HCV and other federally subsidized housing programs often take years for applicants to access since such programs accommodate only a fraction of eligible applicants.

In response, Senator Anna Caballero has rolled out a Senate Bill Package, which includes a three-fold approach to tackling the rise in homelessness in aging Californians. Senate Bill (SB) 17, termed the Senior Housing Production Act of 2023, would require TCAC to amend its regulations to increase the LIHTC to 20 percent for low-income housing development. This increase aims to ensure that a minimum percentage of the credits allocated are for senior housing projects, bringing the housing production market more in line with the growing aging population, based on the latest Census data. This Bill also would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIIIA of the California

Constitution and thus would require for passage the approval of twenty-three of the membership of each house of the Legislature.

Also part of this package is Senate Bill 37: Older Adults and Adults with Disability Housing Stability Act of 2023, for which the City provided a Letter of Support. This matter was agendized and approved as part of the Consent Calendar during the April 19, 2023, meeting.

SB 17 is supported by several agencies, including the Cities of Atwater, Kerman, Madera County, Leading Age California, California Commission on Aging, and the Senior Coalition of Stanislaus County.

FINANCIAL IMPACT:

As this item is intended to provide information only, there is no financial impact anticipated as a result of this Staff Report.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Senate Committee on Housing Analysis Report
2. Senate Bill 17
3. Letter of Support

SENATE COMMITTEE ON HOUSING
Senator Scott Wiener, Chair
2023 - 2024 Regular

Bill No:	SB 17	**Hearing Date:**	4/24/2023
Author:	Caballero		
Version:	4/18/2023 Amended		
Urgency:	No	**Fiscal:**	Yes
Consultant:	Alison Hughes		

SUBJECT: Senior housing: tax credits

DIGEST: This bill requires the California Tax Credit Allocation Committee (TCAC) to amend their regulations to increase the housing type goal for senior housing developments to 20% for the use of low income housing tax credits (LIHTC).

ANALYSIS:

Existing law:

1) Allows a state tax credit for costs related to construction, rehabilitation, or acquisition of low-income housing. This credit, which mirrors a federal LIHTC, may be used by taxpayers to offset the tax under the Personal Income Tax, the Corporation Tax, and the Insurance Tax laws.

2) Requires the TCAC to annually allocate the California LIHTC based upon qualifications of the applicant and proposed project. The California LIHTC is available only to projects that receive an allocation of the federal LIHTC.

3) Limits the annual aggregate amount of the state LIHTC to $70 million, as adjusted for an increase in the California consumer price index, plus any unused LIHTC from the preceding calendar year and any LIHTC returned in the calendar year. The state LIHTC awarded may be claimed as a credit over a four-year period.

This bill:

1) Requires the California Tax Credit Allocation Committee (TCAC) to amend their regulations to increase the housing type goal for senior housing developments to 20% for the use of low income housing tax credits (LIHTC).

COMMENTS:

1) *Author's statement.* "The California Tax Credit Allocation Committee provides funds for the development of low-income housing, and has the goal to spend 15% of the State's allocation of the Low-Income Housing Tax Credit (LIHTC) for programs to increase affordable housing production specifically for older adults. However, this goal does not guarantee a set aside of LIHTC for senior housing production, and in reality, this number often serves as a ceiling resulting in fewer credits allocated for senior housing than what matches the need. In 2030, 25% of the state's population will be 60 or older, which represents an overall increase of 166%. The population over the age of 85 will have an even faster growth rate, increasing by 489% from 2010 to 2060. SB 17 will ensure the LIHTC Program allocates a share of tax credits for senior housing projects that truly reflects the current need. SB 17 will require LIHTC Program to ensure the percent of the tax credits awarded for lower-income senior housing projects is no less than California's share of low-income senior renters. It is imperative for the state to keep pace with the demand of housing needed for older adults in California."

2) *California's housing crisis.* California has the largest concentration of severely unaffordable housing markets in the nation and the statewide average home value reached a new record in June 2022 at $793,3003. To keep up with demand, the state Department of Housing and Community Development (HCD) estimates that California must plan for the development of more than 2.5 million homes over the next eight years, and no less than one million of those homes must meet the needs of lower-income households (more than 640,000 very low-income and 385,000 low-income units are needed). For decades, not enough housing was constructed to meet need, resulting in a severe undersupply of housing.

   As a result of the severe housing shortage, millions of Californians, who are disproportionately lower-income and people of color, must make hard decisions about paying for housing at the expense of food, health care, child care, and transportation—one in three households in the state don't earn enough money to meet their basic needs. A lack of affordable housing is the biggest contributor to homelessness. As housing costs continue to rise, rent becomes less affordable for lower-income households, who are forced to live beyond their means (paying more than 30% of income on housing costs) or are pushed out of their homes, leading to rapid increases in homelessness. Variation in rates of homelessness cannot be explained by variation in rates of individual factors such as poverty or mental illness, however, cities with higher rents and lower

rental vacancy rates (i.e., tighter housing markets) are directly linked to higher per capita rates of homelessness.

3) *California's aging population.* According to the Public Policy Institute of California (PPIC), 15% of the state's population is 65 or older, and, by 2030, about one in five Californians will be 65. Currently, nearly half (45%) of Californians experiencing homelessness are 50 years or older, and older adult homelessness is projected to increase. A recent study from UCSF's Center for Vulnerable Populations showed that nearly half of unhoused older people experienced their first episode of homelessness after age fifty. Homelessness contributes to lower life expectancy, especially among seniors. Older adults experiencing homelessness are likely to have physical health conditions and functional health status similar to, or worse than, someone 10 to 20 years older.

   In January of 2021, the Newsom Administration released the Master Plan on Aging, which calls for an end to homelessness and a requirement to develop housing solutions to prevent and end homelessness among older adults and other at risk populations. Targeted programs play an important role to help very specific populations of adults access housing, including those who are Adult Protective Services clients and those who are eligible for SSI payments. However, no comprehensive state program exists that provides long-term housing subsidies for older and disabled adults who are on fixed incomes. Meanwhile, HCV and other federally subsidized housing programs often take years for applicants to access, since such programs accommodate only a fraction of eligible applicants.

4) *LIHTC.* The LIHTC is an indirect federal subsidy developed in 1986 to incentivize the private development of affordable rental housing for low-income households. The federal LIHTC program enables low-income housing sponsors and developers to raise project equity through the allocation of tax benefits to investors. TCAC within the State Treasurer's Office, administers the program and awards credits to qualified developers who can then sell those credits to private investors who use the credits to reduce their federal tax liability. The developer in turn invests the capital into the affordable housing project.

   Each year, the federal government allocates funding to the states for LIHTCs on the basis of a per-resident formula. In California, TCAC is the entity that reviews proposals submitted by developers and selects projects based on a variety of prescribed criteria. Only rental housing buildings, which are either undergoing rehabilitation or newly constructed, are eligible for the LIHTC programs. In addition, the qualified low-income housing projects must comply with both rent and income restrictions. The value of the 4% tax credits is less

than half of the 9% tax credits and, as a result, 4% federal credits are generally used in conjunction with another funding source, like state housing bonds or local funding sources.

In 1987, the Legislature authorized a state LIHTC program to augment the federal tax credit program. State tax credits can only be awarded to projects that have also received, or are concurrently receiving, an allocation of the federal LIHTCs. The amount of state LIHTC that may be annually allocated by TCAC is statutorily limited to $70 million, adjusted for inflation (currently, around $100 million).

Generally, affordable housing developments in California cannot "pencil-out" without a low income housing tax credit, and, given the relatively limited resources available for affordable housing development, the demand for tax credits outpaces demand by 2:1.

5) *Striking a balance*. California's population is aging and the proportion of those who are older and lower-income are growing. Policymakers must ensure this vulnerable population remains housed as California faces a dramatic housing shortage for all populations, including the homeless, persons with disabilities, unaccompanied youth, veterans, and domestic violence survivors, just to name a few. Unfortunately, however, there simply are not enough resources available to finance the construction of housing necessary to meet the needs of all vulnerable populations in the state.

   The CTCAC regularly adopts regulations governing the process for applying for LIHTC. In the current regulations are several housing type goals, including among others, a 15% goal for seniors. In an effort to ensure tax credits are serving older populations without edging out other vulnerable populations, this bill requires the senior housing goal to be increased to 20%.

FISCAL EFFECT: Appropriation: No Fiscal Com.: Yes Local: No

POSITIONS: (Communicated to the committee before noon on Wednesday, April 19, 2023.)

SUPPORT:

LeadingAge California (Sponsor)
Alzheimer's Orange County
California Commission on Aging
Centro LA Familia Advocacy Services

City of Atwater
City of Kerman
County of Madera
Eskaton
First 5 San Benito
Health Projects Center
Lesley Senior Communities
Menorah Park
Pep Housing
Placer Independent Resource Services
Retirement Housing Foundation
San Juan Bautista Rotary
Senior Coalition of Stanislaus County
Seniors Council/Area Agency on Aging of Santa Cruz and San Benito Counties
Telacu Residential Management

OPPOSITION:

None received.

-- END --

AMENDED IN SENATE APRIL 18, 2023

AMENDED IN SENATE FEBRUARY 28, 2023

SENATE BILL No. 17

Introduced by Senator Caballero

December 5, 2022

An act to amend Section 50199.20 of the Health and Safety Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

SB 17, as amended, Caballero. Senior housing: tax credits.

Existing law, enacted to implement a specified low-income housing tax credit established by federal law, requires the California Tax Credit Allocation Committee to annually determine and allocate the state ceiling in accordance with those provisions and in conformity with federal law. *Existing law authorizes the committee to adopt, amend, or repeal rules and regulations for the allocation of housing credits.* Existing law requires that specified amounts of the low-income housing tax credits be set aside for allocation to rural areas, small developments, and farmworker housing, as specified.

This bill would require the committee to revise its regulations to increase the housing type goal for senior developments to 20 percent.

~~This bill would require that the percentage of the federal ceiling on low-income housing tax credits that is awarded for projects restricted to senior citizens not be less than the percentage of lower income renter households in the state that are lower income elderly renter households, as specified.~~

This bill would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article

XIII A of the California Constitution, and thus would require for passage the approval of ⅔ of the membership of each house of the Legislature.

Vote: ⅔. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. (a) A growing body of scientific research has shown that homelessness among older adults is significantly increasing. Among single adults experiencing homelessness, approximately one-half are 50 years of age and older. Among these individuals, almost one-half first became homeless after 50 years of age.

(b) Incomes for the lowest-income older adults have not risen as fast as rents, leaving a growing number of older adult renters at risk for homelessness as they struggle to afford their housing costs.

(c) Adults 50 years of age and older who are homeless are experiencing health conditions, including cognitive and functional impairment, 20 years earlier than their housed counterparts. They often use costly acute health care services, and die prematurely.

(d) According to the Harvard University Joint Center for Housing Studies, older adult renters are a large and growing group. The number of renter households headed by someone 50 years of age and over is expected to grow from 16.0 million in 2018 (35 percent of all renters) to 21.2 million in 2038 (40 percent of all renters).

(e) California's production of affordable rental housing for older adults has not kept pace with this growth in demand.

(f) Housing is a foundational component of our ~~Long-Term Care~~ *long-term care* system for older adults and people with disabilities, as well as a social determinant of health. The prevalence of chronic conditions and frailty increases with age. In many cases, deteriorating physical and cognitive functioning impede the ability of these individuals to live independently in the community. Without a safe, stable place to live, it is difficult for older adults and people with disabilities to receive proper and effective preventative care and treatment for chronic conditions.

(g) California must produce more affordable rental housing to meet the special needs of our growing older adult population.

(h) The purpose of this act is to create the Affordable Housing for Older Adults Act.

SEC. 2. Section 50199.20 of the Health and Safety Code is amended to read:

50199.20. (a) Not less than 20 percent of the federal ceiling on low-income housing tax credits shall be set aside for allocation to rural areas as defined in Section 50199.21. Any amount of credit set aside for rural areas remaining after the ranking of credits in the final cycle of any calendar year shall be available for allocation to any eligible project.

(b) Up to 2 percent of the low-income housing tax credit available under this chapter and Sections 12206, 17058, and 23610.5 of the Revenue and Taxation Code may be set aside for small developments as determined by the committee. Any amount of credit set aside for small developments remaining after the ranking of projects in the final cycle of any calendar year shall be available for allocation to any eligible project.

(c) Not less than the amounts specified in clause (v) of subparagraph (B) of paragraph (1) and paragraph (4) of subdivision (g) of Sections 12206, 17058, and 23610.5 of the Revenue and Taxation Code shall be set aside to provide farmworker housing, as defined in subdivision (h) of Section 50199.7 of the Health and Safety Code.

(d) The committee shall revise subdivision (h) of Section 10315 of Title 4 of the California Code of Regulations to increase the housing type goal for senior developments to 20 percent.

~~(d) The percentage of the federal ceiling on low-income housing tax credits that is awarded for projects restricted to senior citizens, as defined in paragraph (1) of subdivision (b) of Section 51.3 of the Civil Code, shall not be less than the percentage of lower income renter households in the state that are lower income elderly renter households, as reported by the United States Department of Housing and Urban Development on the basis of the most recent American Community Survey or successor survey conducted by the United States Census Bureau.~~

O

April 17, 2023

The Honorable Scott Wiener
California State Senate
1021 O Street, Room 3330
Sacramento, CA 95814

RE: SB 17 (Caballero) – SUPPORT

Dear Senator Wiener:

Housing is one of the top issues facing older adults. This is evidenced by the growing number of older adults experiencing homelessness across California. In fact, individuals 50 and over make up approximately half of the state's single adult homeless population. SB 17 (Caballero) will help provide critical affordable housing for older adults. We write to you in strong SUPPORT of SB 17.

Housing Costs Have Outpaced Fixed Incomes

Rising housing costs affect all Californians, but no group has been harmed more than low-income older adults, whose incomes have increased less than those of any other age cohort. Many low-income older adult's only income is fixed retirement incomes, such as Social Security and Supplemental Security Income (SSI). According to a report published by the National Institute on Retirement Security, based on data collected in the Census Bureau's 2014 Survey of Income Program Participation, the plurality, 40% percent of older adults only source of retirement income is Social Security.

In California, over 570,000 older adults rely on SSI. In 2023, the maximum SSI/SSP benefit for a single older adult living independently is $1,133.73. According to the National Low-Income Housing Coalition, the average Fair Market Rent for a studio apartment in California is $1,416. This means hundreds of thousands of older adults cannot afford rent in California even if they spent their entire monthly income on it. In 26 out of 58 California counties, the HUD determined Fair Market Rent (FMR) for a 1-bedroom apartment exceeds the state's maximum SSI payment for older adults.

Drastic Rise in Homelessness

As incomes for older adults have fallen further and further behind, older adults are constituting a rapidly increasing share of the state's homeless population. According to the California Bureau of Business, Consumer, and Housing Services' (BCHS) Homelessness Data Integration Services Dashboard (HDIS),

the number of Californians 55 and older accessing homelessness services increased by 84% between 2017 and 2021, nearly double the rate of increase of the general population. The increase for Californians over 65 is even more stark: between 2017 and 2021, the number of Californians over 65 accessing homelessness services increased by 140%.

Among those 50 and over experiencing homelessness, nearly half became homeless for the first time after age 50. Without action, the housing and homelessness crisis among older adults will only worsen. In addition to the widening disparity between fixed incomes and housing costs, older adults are constituting an increasingly large share of the state's population. By 2030, 25% of the state's population – an estimated 10.8 million people – will be age 60 or older. The population over age 60 is expected to increase 166% between 2010 and 2060. In that same period, the population over age 85 is expected to increase 489%.

Rental housing is a popular housing option for older people who seek more accessibility and less maintenance. However, while there are over 200,000 older adults in affordable rental housing in California, almost two-thirds of senior households who qualify for affordable housing don't receive it, because there is just not enough supply.

Senior affordable housing is a critical part of our long-term care continuum

Senior affordable housing is a critical component of California's long-term care continuum. These communities benefit from economies of scale, having large groups of older adults living in one location. This makes affordable senior housing communities an effective and cost-efficient locus for providing care and services to residents that help create housing stability, maintain independent living through improved health outcomes, and avoid premature or preventable transfer to institutional care settings such as hospitals and skilled nursing facilities.

A recent study of nearly 9,000 affordable senior housing residents across the United States found the older adults living in affordable housing communities with onsite service coordinators (which most senior affordable housing communities in California have) were 18% less like to be admitted to hospital emergency departments than those living in communities without service coordinators. And various other studies have shown lower Medicare expenditures, higher utilization of preventative care, success reaching vulnerable populations, and fewer nursing home transfers because of increased services for older adults in affordable housing.

Over the past few years, California has taken great strides to solve the state's housing issues. It is important to remember that older adults have a special set of housing needs that the Legislature must consider when drafting housing policy to guarantee that no one is left behind as new housing programs are created.

Senate Bill 17 seeks to ensure that older adults receive a fair-share of funding from the state's Low Income Housing Tax Credit Program (LIHTC). LIHTC is a housing financing program administered by the Tax Credit Allocation Committee (TCAC) of the State Treasury for the purpose of assisting the new construction, rehabilitation, and preservation of affordable rental housing.

Under the Qualified Allocation Plan, TCAC allocates a percentage of LIHTC funding toward affordable senior housing developments. This is known as the "Senior Goal." However, the Goal requires only 15 percent of credits to go to projects primarily benefitting older adults. This Goal does not reflect the

current demographics of our low-income renter population, and will only put older adults further behind as California ages.

SB 17 will modernize the older adult goal within LIHTC by requiring TCAC to use American Community Survey data, released annually by the U.S. Census Bureau, to determine the minimum amount of the senior allocation. This will make the number of affordable senior housing units built with LIHTC more reflective of the actual housing needs of our older adults.
Thank you for your leadership on this issue.

Sincerely,

Arnoldo Rodriguez
City Manager

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-5

SUBJECT:

Letter of Support for Request for Clean California Funding for the Madera Station Relocation Project

RECOMMENDATION:

This report is submitted for informational purposes only, and no action is requested from City Council (Council) at this time

SUMMARY:

On April 12, 2023, Staff received a request from the San Joaquin Joint Powers Authority (SJJPA) for a letter supporting its application for the Clean California Local Grant Program (CCLGP) for the Madera Station Relocation Project (Project) with a due date of April 26, 2023. Due to Staff's attendance at a training conference, they were unable to address the matter until April 17, 2023. Given the timeframe of submission, Staff conducted research on the Project, and considering the City Council had previously authorized a Letter of Support on behalf of the same Project for grant funding on May 4, 2022, Staff prepared and submitted a Letter of Support, as requested, on April 19, 2023. This item intends to present contextual information on the project and grant request.

BACKGROUND:

The Clean California Local Grant Program (CCLGP) is a competitive statewide program administered by the Department of Transportation (DOT or Caltrans) and created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. The Program is one part of the nearly $1.1 billion Clean California (Clean CA) initiative that takes direct aim at the continuous trash accumulation that has overwhelmed the California Department of Transportation (Caltrans) and its partners. Other parts of the Clean CA initiative include litter abatement efforts, state beautification and safety projects, and public education campaigns. Assembly Bill 149 created the CCLGP of 2021 and was codified under Streets and Highway Code §91.41 et al.

Approximately $100 million was added from the State General Fund to the CCLGP to be available in the fiscal year (FY) 2023-2024 State budget. This funding will be used to implement a second cycle of funding for the program. The availability of grant funding is contingent on the funds being made available in the FY 23-24 State Budget. All projects must be completed, and all implementation funds must be expended by June 30, 2026.

Each grant award shall not exceed $5,000,000. There is no minimum award. Applications that request $3,000,000 or less are more competitive because there is a higher likelihood that these projects will be completed by June 30, 2026. Agencies can submit multiple applications and may receive multiple awards (each award not to exceed $5,000,000) if more than one of their applications is competitive.

DISCUSSION:

The existing Madera San Joaquin Station (Station), which is nearly three miles north of Madera, has extremely low ridership and has no connecting fixed route transit service due to its location. The SJJPA, in coordination with local leaders, is relocating the Madera Station to an area near Avenue 12 to better meet regional goals of improving ridership and connectivity. In facilitating this Project, SJJPA seeks to improve and expand the size of the previously relocated Madera passenger rail station and provide a high-speed rail (HSR) station for California HSR Interim Service to better serve the region. The project will construct a new station platform near Avenue 12 and the Burlington Northern Santa Fe Stockton Subdivision in Madera County, southeast of the city. This would replace the existing station on Road 26 and would require new turn-out tracks to connect with the existing rails. The resulting advantage would better meet regional goals of improving ridership and connectivity.

What Has Been Completed to Date?

- SJJPA staff prepared and presented a Connectivity Report to the SJJPA Board identifying substantial connectivity challenges at the existing station.
- SJJPA worked with the Madera County Transportation Commission, the County and City of Madera, the California State Transportation Agency (CalSTA), and the California High-Speed Rail Authority (CHSRA) to analyze issues associated with the existing station and to identify a new station location that meets the region's goals of improving connectivity and ridership. SJJPA has continued to coordinate with California Transportation Commission, County, and City.
- SJJPA obtained a Transit and Intercity Rail Capital Program grant for the Madera Station Relocation Project.
- SJJPA has conducted extensive coordination with CalSTA and CHSRA to ensure the station design can accommodate future high-speed rail service.
- SJJPA released the Madera Station Relocation Report.
- SJJPA released the Draft IS/MND for the Project on October 14, 2020.
- SJJPA conducted public meetings about the Draft IS/MND on November 5, 2020.
- SJJPA released the Final IS/MND on January 6, 2020.

- The SJJPA Board approved the Project and Certified the Final IS/MND on January 22, 2021.
- SJJPA initiated Final Design of the Madera Station Relocation Project for Phase 1 in October 2021.
- In April 2022, Caltrans awarded Madera County a $450,000 Sustainable Transportation Planning Grant. The grant will be used to develop a Transit Area Specific Plan for the area around the Relocated San Joaquin Madera Station and future High-Speed Rail (HSR) station.
- Construction is anticipated to begin in 2023.

The Project is consistent with CCLGP goals to reduce debris, install beautification measures in public spaces, mitigate the heat island effect, enhance community placemaking, and advance equity for underserved communities. State Route 99 provides direct access to the planned Madera Station. Caltrans is studying clean energy enhancements for SR 99 to reduce transportation-related pollution, including a potential hydrogen facility at this station area which also further aligns with the Department of Transportation's goal of reducing greenhouse gas emissions and addressing environmental justice, particularly for communities (including rural communities) that may disproportionately experience consequences from climate change and other pollutants.

Currently, SJJPA is requesting $3 million in Caltrans Clean California Local Grant Program (CCLGP) funds to advance this Project. The station relocation is expected to significantly benefit the community, particularly an alternative commute to vehicle travel and improved access to bicycle riders in southern Madera County. Construction of the project will also support anticipated transit-oriented development in southeast Madera County adjacent to the station and the future High-Speed Train Station. In addition, the new train station will be accessible to all users regardless of income and ability. The Project will include drought-tolerant landscaping, lighting, passenger amenities such as benches and trash receptacles, restrooms, and shade structures over the train platform and parking lot.

It should be noted that SJJPA previously applied for the 2022 Multimodal Project Discretionary Grant (MPDG) funding for the same project. Council authorized the City Manager to provide a letter in support of this grant application at the May 4, 2022, meeting.

FINANCIAL IMPACT:

As this item is intended to provide information only, no financial impact is anticipated as a result of this Staff Report.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Letter of Support

April 19, 2023

James Perrault, District 6 Local Assistance Engineer
California Department of Transportation
1352 W. Olive Avenue, P. O. Box 12616
Fresno, CA 93778-2616

RE: Letter of Support – Clean California Local Grant Program

Dear Mr. Perrault;

The City of Madera is pleased to support the San Joaquin Joint Powers Authority's (SJJPA) application for the Madera Station Relocation Project (Project).

SJJPA requests $3 million in Caltrans Clean California Local Grant Program (CCLGP) funds. The Project will relocate the existing station near Avenue 12 to better meet regional goals of improving ridership and connectivity. The station relocation will provide significant benefits to the community. The station is easily accessible from State Route 99, providing an alternative commute to vehicle travel. The new station will improve access to bicycle riders in southern Madera County. The Project is located within and will serve underserved communities within the Central Valley. Construction of the project will also support anticipated transit-oriented development in southeast Madera County adjacent to the station and the future High-Speed Train Station.

Another significant benefit of the Project is the creation of a new community space. The new train station will be accessible to all users regardless of income and ability. The Project will include drought tolerant landscaping, lighting, passenger amenities such as benches and trash receptacles, restrooms, and shade structures over the train platform and parking lot. The train station will beautify the area, reduce the heat island effect, and anchor planned transit-oriented development that will build out around the Project.

The City of Madera supports the Project application for the CCLGP funding to implement the Project. The Project is consistent with CCLGP goals to reduce debris, install beautification measures in public spaces, mitigate the heat island effect, and enhance community

placemaking, and advance equity for underserved communities. Thank you for your consideration.

Sincerely,



Arnoldo Rodriguez
City Manager

LOS SJJPA Madera Station Relocation - Clean CA Local Grant

Final Audit Report 2023-04-19

Created:	2023-04-19
By:	Azeema Prakash (aprakash@madera.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArcsdSgbvBNDI7USXoT5OCv3vCwQmpumH

"LOS SJJPA Madera Station Relocation - Clean CA Local Grant" History

Document created by Azeema Prakash (aprakash@madera.gov)
2023-04-19 - 7:56:04 PM GMT

Document emailed to Arnoldo Rodriguez (arodriguez@madera.gov) for signature
2023-04-19 - 7:56:20 PM GMT

Email viewed by Arnoldo Rodriguez (arodriguez@madera.gov)
2023-04-19 - 9:06:48 PM GMT

Document e-signed by Arnoldo Rodriguez (arodriguez@madera.gov)
Signature Date: 2023-04-19 - 9:06:53 PM GMT - Time Source: server

Agreement completed.
2023-04-19 - 9:06:53 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-6

SUBJECT:

Resolution Formalizing Support for Senate Bill 227

RECOMMENDATION:

Adopt a Resolution establishing the City's stance on Senate Bill 227 and authorizing the City Manager to execute a Letter of Support to the State Legislature

SUMMARY:

During the Council meeting on April 19, 2023, staff presented an informational item outlining Senate Bill (SB) 227, Excluded Workers Program. The Council directed staff to prepare a Letter of Support and a Resolution affirming the City's stance on this Bill. This Staff Report is intended to provide contextual information on SB 227 for Council deliberation and to provide Council the opportunity to formalize the City's position on the matter by way of Resolution.

BACKGROUND:

The state's employment insurance program is jointly funded by the federal government, which bars undocumented people from working illegally and therefore excludes them from drawing from unemployment benefits. While most working individuals who lose employment are eligible for unemployment benefits, 1.6 million undocumented workers who pay taxes into such programs are estimated to be exempt from filing for the same benefits. In response, Senator Maria Elena Durazo, along with two coauthors, Assemblymembers Miguel Santiago, and Wendy Carrillo, recently introduced Senate Bill (SB) 227 (Safety Net for All Workers Act) to the State Legislature; this Bill would create a fund separate from the state's unemployment program to provide unemployment payments to undocumented workers who meet requirements similar to those imposed on workers who are U.S. citizens or otherwise authorized to work in California.

DISCUSSION:

Existing law authorizes the payment of unemployment compensation benefits and requires that they be made per the Director of Employment Development (EDD) regulations. Generally, the EDD pays benefits if claimants are eligible. As stated, the EDD is prohibited from distributing unemployment compensation benefits payments for services performed by a person who is not a citizen or national of the United States unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was legally present for purposes of performing the services, or was permanently residing in the United States in a lawful manner at the time the services were performed.

According to a Migration Policy Institute report, the number of undocumented immigrants in Madera County is approximately 15,000, and the state is home to almost 1 million undocumented workers. Researchers at the University of Southern California Equity Research Institute, found that undocumented immigrants contribute nearly $3.7 billion annually in state and local taxes. Taxes on the wages of undocumented workers contribute an estimated $485 million to the unemployment insurance system in California each year, yet these workers are ineligible to draw from these benefits.

SB 227 would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the EDD upon appropriation by the Legislature, to provide income assistance to exclude workers who are ineligible for existing state or federal benefits administered by the department and who are unemployed. The bill would make individuals eligible to receive $300 per week for each week of unemployment for up to 20 weeks. Some of these findings require applicants to prove that they worked at least 93 hours or earned a minimum of $1,300 in three months in the previous 12 months. The maximum benefit under the state unemployment program is $450 per week, with an average payment of $330 weekly. It is estimated that the program will require $356 million, including funding for the benefits and funds for the EDD to administer the program. Currently, the budget is proposed to be allocated from the state's General Fund, although it is likely that alternative funding sources will be considered at future hearings. These include the creation of a dedicated fund, raising the taxable wage base for unemployment insurance, or cutting corporate tax breaks. The Bill would require the department to promulgate regulations to implement the program, including rules providing for an application process. This two-year program would allow for legislative evaluation before considering setting it in place permanently.

SB 227 was heard before the Legislature on April 20, 2023, and is set for hearing on May 1, 2023. Supporters of this Bill includes Safety Net Bill for All, the National Employment Law Project, and the California Budget and Policy Center.

FINANCIAL IMPACT:

No financial impact is anticipated due to the adoption of this Resolution or filing of a support letter.

ALTERNATIVES:

None.

ATTACHMENTS:

1. Resolution
2. Letter of Support
3. Senate Bill 227

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA SUPPORTING CALFORNIA SENATE BILL NO. 227 (DURAZO), THE SAFETY NET FOR ALL WORKERS ACT, TO CREATE AN EXCLUDED WORKERS PROGRAM

WHEREAS, the City and County of Madera is home to approximately 15,000 undocumented immigrants of various backgrounds and cultures (per the Migration Policy Institute); and

WHEREAS, research shows that undocumented immigrant workers in California are disproportionately represented in low-wage industries, such as domestic service, food service, janitorial services, hospitality, and agriculture while making less than nearly half the median hourly wage of all other workers in the state; and

WHEREAS, undocumented immigrant workers in California not only contribute their labor, but also $3.7 billion in state and local taxes, and taxes on their wages contribute an estimated $485 million to the Unemployment Insurance System every year; and

WHEREAS, despite their contributions, undocumented immigrant workers cannot access any unemployment benefits when they temporarily lose their job due to historic, racist exclusions; and

WHEREAS, the lack of access to unemployment benefits forces undocumented immigrant workers to exhaust their life savings, accumulate greater debt, and compromise their health and well-being to simply afford basic necessities like rent and food for themselves and their loved ones.

WHEREAS, the City of Madera supports the passage of Senate Bill 227 and its companion budget proposal which would create an excluded Workers Program and provide unemployment benefits to undocumented workers who are excluded from unemployment insurance due solely to their immigration status thereby creating a safety net for said workers.

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

1. The above recitals are true and correct.
2. The City of Madera supports SB 227 and calls on all state elected officials to support and prioritize its passage and its companion budget proposal so that every California worker regardless of status has access to life-saving benefits when faced with unemployment.
3. The City Manager is authorized to execute and submit the Letter of Support attached to this resolution to the appropriate State representatives.

4. This resolution is effective immediately upon adoption.

* * * * *

May 3, 2023

Honorable Senator Dave Cortese
Committee Chair of the Senate Labor, Public Employment and Retirement
1021 O Street Room 6740
Sacramento, CA 95814

RE: Support: Senate Bill 227: Unemployment: Excluded Workers Program (Durazo)

Dear Senator Cortese,

On behalf of the City of Madera, I am writing to express our strong support of SB 227, aimed at extending unemployment benefits to excluded workers through changes to the administration of income assistance by the Employment Development Department. This would advance the goal of stabilizing households and families for more California workers seeking employment after losing a job.

Across California, including in Madera, large portions of our communities are comprised of immigrants working across a different sectors and fields, many without documentation. It's estimated that many undocumented immigrants work in jobs identified as essential and critical to the economy. In our region, the agricultural industry and its workers represent the lifeblood of the local economy. Due to the seasonal nature of Agriculture, the lingering effects of ongoing drought conditions and most recently, the flooding due to recent storms, farmworkers are among the most susceptible to employment challenges due to inconsistent workloads. Add to that the effects of the COVID-19 pandemic on local growers and producers, and these individuals were even further impacted by the risk of unemployment.

Despite the estimated millions of dollars in state and local taxes that undocumented workers contribute, they are not eligible for unemployment insurance. This leaves an already vulnerable population even more prone to financial instability and can leave families and households distressed even after short periods of unemployment. Most American households do not have the savings needed to cover unexpected expenses or wage shortages. Senate Bill 227 will help many families, not only in our city, but in all agriculturally based communities throughout California, by providing essential income assistance while maintaining vibrant local economies.

The City of Madera has personally seen the economic impact of unemployment in our community. This legislation will provide equitable means to the most vulnerable among us and will help to support a robust local economy. SB 227 aligns with our City's values and meets a critical need for our residents and millions of Californians. For these reasons, we strongly support SB 227. Should you have any questions about our position, please feel free to contact me at (559) 661-5402.

Sincerely,

Arnoldo Rodriguez
City Manager

Cc:
Senator Scott Wilk (Vice Chair)
Senator Maria Elena Durazo

SB 227 (Durazo D) Unemployment: Excluded Workers Program.

Status: 4/10/2023 - Set for hearing April 19.

Calendar: 4/19/2023 9 a.m. - State Capitol, Room 112 SENATE GOVERNANCE AND FINANCE, CABALLERO, ANNA, Chair

Location: 3/8/2023-S. GOV. & F.

2Year Dead	Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House							

Summary

Existing law authorizes the payment of unemployment compensation benefits and requires that they be made in accordance with regulations of the Director of Employment Development. Existing law generally requires the Employment Development Department to promptly pay benefits if claimants are eligible or to promptly deny benefits if they are ineligible. Existing law prohibits payment of unemployment compensation benefits for services performed by a person who is not a citizen or national of the United States, unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was lawfully present for purposes of performing the services, or was permanently residing in the United States under color of law at the time the services were performed, as specified. This bill would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the Employment Development Department upon appropriation by the Legislature, for the purpose of providing income assistance to excluded workers who are ineligible for the existing state or federal benefits administered by the department and who are unemployed. The bill would make individuals eligible to receive $300 per week for each week of unemployment, if the Director of Employment Development makes certain findings, as defined and specified. The bill would require the department to promulgate regulations to implement the program, including regulations providing for an application process, as specified. This bill contains other related provisions and other existing laws. (Based on text date 1/19/2023)

Bill Text

01/19/2023 Introduced pdf htm

Analysis

03/07/2023 Senate - Committee On Labor, Public Employment And Retirement

Votes

03/08/2023 Sen. P.E. & R. (Y: 4 N: 0 A: 1) (Pass)

Bills Affecting Same Code

PEOPLE WHO TRACK *SB 227* ALSO TRACK:

82%	AB 518	Paid family leave: eligibility: care for designated persons.	tracking
75%	SB 616	Paid sick days: accrual and use.	tracking
73%	AB 575	Paid family leave.	tracking
71%	SB 525	Minimum wage: health care workers.	tracking

70%	SB 881	Paid sick days: accrual and use.	tracking

History

4/10/2023 Set for hearing April 19.

3/8/2023 From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 4. Noes 0. Page 306.) (March 8). Re-referred to Com. on GOV. & F.

2/28/2023 Set for hearing March 8.

2/1/2023 Referred to Coms. on L., P.E. & R. and GOV. & F.

1/20/2023 From printer. May be acted upon on or after February 19.

1/19/2023 Introduced. Read first time. To Com. on RLS. for assignment. To print.

4/13/2023 1:26:12 PM

SENATE BILL No. 227

Introduced by Senator Durazo
(Principal coauthor: Assembly Member Santiago)
(Coauthor: Assembly Member Wendy Carrillo)

January 19, 2023

An act to add and repeal Chapter 2 (commencing with Section 2020) of Part 8 of Division 2 of the Labor Code, and to add Section 17140.6 to the Revenue and Taxation Code, relating to unemployment.

LEGISLATIVE COUNSEL'S DIGEST

SB 227, as introduced, Durazo. Unemployment: Excluded Workers Program.

(1) Existing law authorizes the payment of unemployment compensation benefits and requires that they be made in accordance with regulations of the Director of Employment Development. Existing law generally requires the Employment Development Department to promptly pay benefits if claimants are eligible or to promptly deny benefits if they are ineligible. Existing law prohibits payment of unemployment compensation benefits for services performed by a person who is not a citizen or national of the United States, unless that person is an individual who was lawfully admitted for permanent residence at the time the services were performed, was lawfully present for purposes of performing the services, or was permanently residing in the United States under color of law at the time the services were performed, as specified.

This bill would establish, until January 1, 2027, the Excluded Workers Program, to be administered by the Employment Development Department upon appropriation by the Legislature, for the purpose of providing income assistance to excluded workers who are ineligible for the existing state or federal benefits administered by the department

and who are unemployed. The bill would make individuals eligible to receive $300 per week for each week of unemployment, if the Director of Employment Development makes certain findings, as defined and specified. The bill would require the department to promulgate regulations to implement the program, including regulations providing for an application process, as specified.

The bill would prohibit the department from requesting or compelling certain information from individuals in connection with administering the program and would prohibit the department from retaining specified documents for longer than necessary to administer benefits. The bill would also prohibit, except as specified, disclosures of personal information, as defined.

The bill would require the department, on or before April 1, 2025, and until all funds have been exhausted, or January 1, 2027, whichever comes first, to release quarterly reports on the progress of the program. The bill would also require the department, on or before March 1, 2026, to submit a report to the Legislature that includes specified information about the program, including, program participation, benefit amounts paid, weeks of benefits paid per participant, specified demographic information on program participants, outreach efforts, and administrative costs.

(2) The Personal Income Tax Law, in modified conformity with federal law, generally defines "gross income" as income from whatever source derived, except as specifically excluded, and provides various exclusions from gross income for purposes of computing tax liability. Existing law requires any bill authorizing a new tax expenditure to contain, among other things, specific goals, purposes, and objectives that the tax expenditure will achieve, detailed performance indicators, and data collection requirements.

This bill, for the taxable year beginning on or after January 1, 2025, and before January 1, 2027, would provide an exclusion from gross income for benefits received under the program. The bill would require the Franchise Tax Board to submit, on or before June 15, 2026, a report to the Legislature on the total number of claims for the exclusion and the amount claimed for each exclusion, and would provide findings and declarations relating to the goals, purposes, and objectives of this exclusion.

(3) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating

the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares the following:

(a) In setting up a system of unemployment insurance benefits, the Legislature recognized that private charity and local relief cannot alone prevent the effects of unemployment. Created in 1935, the unemployment insurance system serves two interlaced purposes: providing income support to workers so they can meet the basic needs of their family if they lose their jobs, and helping to sustain consumer demand during economic downturns by providing a continuing stream of dollars for families to spend in their local economies. Most workers who have become unemployed or underemployed through no fault of their own are eligible to receive unemployment insurance benefits and they, their families, and the California economy reap the benefits of this lifesaving program. However, due to historically racial exclusions, many of California's most vulnerable workers are entirely excluded from the program.

(b) The COVID-19 pandemic and the subsequent economic downturn caused millions of workers in California to lose their jobs and source of livelihood. Estimates from the Legislative Analyst's Office show that 6 in 10 California workers worked jobs that could not be done remotely, increasing their chances of contracting COVID-19. Most of these workers were women, people of color, and immigrants who worked in some of the most hazardous and low-paid jobs, including fast food, grocery, garment, manufacturing, construction, and others.

(c) Despite paying millions of dollars in state and local taxes and making up one-sixteenth of the California workforce, undocumented immigrants are categorically excluded from unemployment insurance. As of January 1, 2022, Section 1264 of the Unemployment Insurance Code provides that unemployment insurance benefits, extended duration benefits, and federal-state extended benefits shall not be payable to a noncitizen unless the

individual “was lawfully admitted for permanent residence at the time the services were performed, was lawfully present for purposes of performing the services, or was permanently residing in the United States under color of law at the time the services were performed[.]” During the COVID-19 pandemic, undocumented immigrant workers were also unable to access programs such as Pandemic Unemployment Assistance, Federal Pandemic Unemployment Compensation, and Pandemic Emergency Unemployment Compensation. These programs were a crucial lifeline for the one in six adults that received these benefits at the height of the crisis. Studies have shown that beyond curtailing poverty, these benefits substantially reduced hardship and improved the well-being of households, including recipients’ financial stability and mental health. Yet, some of California’s most vulnerable workers have been and remain completely excluded from these programs.

(d) Immigrant workers make up a significant percentage of workers in many of the industries that experienced the highest rates of joblessness and low wages predating the COVID-19 pandemic. The impact of this job loss threatens the livelihoods of millions of Californians, in addition to the unemployed workers themselves. An estimated one in three undocumented residents is a parent and more than one in eight schoolaged children in California have a parent who is an undocumented immigrant. Without the support of essential safety net programs like unemployment insurance, many immigrant families are forced to exhaust their life savings, accumulate debt, and compromise their health to simply afford basic necessities like rent and food.

(e) California’s economy also suffers by excluding undocumented workers from this program. By partially replacing unemployed workers’ earnings, unemployment insurance (UI) benefits help alleviate the inherent reduction in consumption and economic activity that results when there is a drastic increase in unemployment. Economists maintain that UI benefits produce at least $1.61 of economic stimulus for every $1 of benefits paid. Indeed, one economist found that during the Great Recession, every $1 of UI benefits produced about $2 dollars of economic impact. Similarly, UI benefits help employers and the labor market by supporting workers to find the best matched positions.

(f) While the COVID-19 pandemic has highlighted the extreme consequences of undocumented workers' exclusion from unemployment insurance, this problem has existed for decades and it will only become more urgent. Wildfires, severe weather events, economic fluctuations, seasonal changes in workforce needs—all of these factors will continue to cause unemployment. And for most low-income individuals, unemployment without a safety net is a crisis no matter when it occurs.

(g) To rectify the unjust exclusion of immigrant workers from an essential social safety net program and build a safer and more resilient economy, this bill would require the Employment Development Department to establish an Excluded Workers Program to provide weekly monetary assistance to unemployed workers who are ineligible for state or federal unemployment insurance benefits due to their immigration status.

SEC. 2. Chapter 2 (commencing with Section 2020) is added to Part 8 of Division 2 of the Labor Code, to read:

Chapter 2. Excluded Workers Program

2020. (a) This chapter establishes the Excluded Workers Program, which shall be administered by the Employment Development Department, upon appropriation by the Legislature of sufficient funds to carry out the program.

(b) The purpose of the Excluded Workers Program is to provide income assistance to excluded workers who are ineligible for the state or federal unemployment insurance benefits administered by the Employment Development Department and who are unemployed.

(c) It is the intent of the Legislature to authorize persons who are not lawfully present in the United States, as members of the class of workers excluded from unemployment insurance benefits, to participate in and receive disbursements from the Excluded Workers Program, and this chapter is therefore enacted pursuant to subsection (d) of Section 1621 of Title 8 of the United States Code.

2021. For purposes of this chapter, the following definitions apply:

(a) "Department" means the Employment Development Department of the Labor and Workforce Development Agency.

(b) "Director" means the Director of Employment Development.

(c) "Employee" has the same meaning as defined in paragraph (1) of subdivision (b) of Section 2775.

(d) "Individual" means a person who is applying for or receiving disbursements from the program.

(e) "Personal information" means any type of information that identifies or describes an individual, including, but not limited to, the individual's name, social security number, taxpayer identification number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.

(f) "Program" means the Excluded Workers Program.

(g) "Wages" has the same meaning as defined in Section 926 of the Unemployment Insurance Code.

(h) "Week of unemployment" means a week during which the individual performs no work and earns no wages.

2022. (a) An individual shall be eligible to receive program benefits with respect to any week that falls between January 1, 2025, and December 31, 2025, inclusive, if the director finds all of the following:

(1) The individual resides in California at the time of the application.

(2) (A) The individual performed at least 93 hours of work or earned at least one thousand three hundred dollars ($1,300) in gross wages over the course of 3 calendar months, which do not need to be consecutive, for work performed in California as an employee within either the 12 months preceding their application for benefits or the calendar year preceding their application for benefits.

(B) The individual's eligibility under this paragraph shall be determined as provided in subdivision (e) of Section 2023.

(3) The individual experienced a week of unemployment during that week.

(4) The individual is ineligible to receive unemployment insurance benefits under subdivision (a) of Section 1264 of the Unemployment Insurance Code or under subsection (a) of Section 604.3 of Title 20 of the Code of Federal Regulations for reasons related to the individual's authorization to work.

(b) Notwithstanding any other law, an individual shall be eligible to receive benefits from the program regardless of their immigration status provided they meet the eligibility requirements set forth in subdivision (a).

(c) Notwithstanding subdivision (a), an individual shall be ineligible to receive payments from the program for any week in which the individual received any of the following:

(1) Paid family leave pursuant to Chapter 7 (commencing with Section 3300) of Part 2 of Division 1 of the Unemployment Insurance Code.

(2) Disability benefits pursuant to Part 2 (commencing with Section 2601) of Division 1 of the Unemployment Insurance Code.

(3) Temporary or permanent disability benefits pursuant to Article 3 (commencing with Section 4650) of Chapter 2 of Part 2 of Division 4.

2023. (a) On or before January 1, 2025, the department shall promulgate regulations to administer the program. The regulations shall set forth all of the following processes, at a minimum:

(1) A process by which individuals may apply for the benefits under this chapter.

(2) A process for notifying individuals of the acceptance or denial of their application in a timely manner.

(3) A process for individuals to request a review of the denial.

(b) In administering the program established by this chapter, the department shall not take any of the following actions:

(1) Requesting, orally or in writing, an individual's nationality, place of birth, or eligibility or ineligibility for a social security number.

(2) Compelling or requesting an individual to admit in writing whether they have proof of lawful presence in the United States.

(3) Contacting an individual's current, former, or prospective employer for any purpose, including to verify employment status. This paragraph does not prohibit the department from using other means to verify past employment.

(4) Recording an individual's immigration or citizenship status.

(c) The department and any entity acting as an agent for the department shall not retain the documents or copies of documents submitted by applicants for this program for any longer than necessary to administer benefits.

(d) The department shall begin accepting applications as soon as practicable following the issuance of final regulations to administer the program.

(e) (1) For purposes of demonstrating eligibility under paragraph (2) of subdivision (a) of Section 2022, an applicant shall self-attest to meeting that requirement and shall submit documentation with a value equal to at least four points to establish proof of work history, except as provided in paragraph (3). The following documentation has the following values:

(A) The following documentation each has a value of four points:

(i) Wage statements, as set forth in subdivision (a) of Section 226 or, if the employer has failed to provide the applicant with accurate wage statements meeting the requirements of subdivision (a) of Section 226, nonpayroll checks paid by the employer or employer's agent to the applicant or other records showing payments from an employer to the applicant.

(ii) A federal tax return for the taxable year immediately preceding the date of application for benefits, with proof of filing with the Internal Revenue Service using a social security number or valid federal individual taxpayer identification number demonstrating at least five thousand two hundred dollars ($5,200) in gross wages. Five thousand two hundred dollars ($5,200) in gross wages demonstrates at least one thousand three hundred dollars ($1,300) in gross wages during the individual's highest earning quarter in accordance with the requirement set forth in subparagraph (A) of paragraph (2) of subdivision (a) of Section 2022.

(iii) A state tax return for the taxable year immediately preceding the date of application for benefits, filed with the Franchise Tax Board using a social security number or valid federal individual taxpayer identification number demonstrating at least five thousand two hundred dollars ($5,200) in gross wages.

(iv) An Internal Revenue Service Form W-2 demonstrating at least five thousand two hundred dollars ($5,200) in gross wages for the taxable year immediately preceding the date of application for benefits.

(v) A Form 1099, a state tax return, or a federal tax form from the prior year demonstrating at least five thousand two hundred dollars ($5,200) in gross income, coupled with evidence sufficient

to demonstrate that the individual earned that income as an employee.

(vi) Time records showing when the employee begins and ends work each work period sufficient to demonstrate at least 93 hours worked within a 3-month period from the 12-month period prior to the application.

(B) The following documentation each has a value of two points:

(i) Evidence, such as statements issued by a financial institution, showing regular direct deposits made by an employer to the applicant, or regular deposits of cash earnings or checks made by the applicant to the applicant's bank account.

(ii) Receipts from a check-cashing establishment or transaction logs from a payment app showing regular direct deposits, deposits, or transfers from an employer.

(iii) Receipts or records showing a consecutive pattern of commuting to and from a work location, such as toll records, parking receipts, or public transportation records that demonstrate at least 93 hours of work performed within a three-month period.

(iv) A letter attesting to the applicant's employment history issued by a charitable organization registered with the Department of Justice or other entity designated by the director and based on knowledge that the applicant meets the requirements of paragraph (2) of subdivision (a) of Section 2022, acquired in the course of conducting intake, interviews, or other standard processes related to the provision of job-related direct services to the applicant. The department shall not contact the charitable organization for any reason other than to authenticate the letter.

(C) The following documentation has a value of one point:

(i) An employer-issued identification badge or identification card.

(ii) Emails, text messages, social media messages, or other written communications relating to delivery order sheets, work invoices, work schedules, sign-in sheets, timesheets, directions or instructions from employers, or other written work-related communications between an applicant and an employer establishing the existence of a work relationship. Communications described in this clause shall only count for a total of one point, regardless of the quantity or volume of documentation submitted.

(2) The department may, by regulation, establish alternative documents that sufficiently demonstrate an applicant's qualification

for the program, provided that those documents demonstrate that the applicant meets the eligibility requirement set forth in paragraph (2) of subdivision (a) of Section 2022.

(3) If an applicant cannot provide sufficient documentation of their work hours, wages, or other employment records in order to meet the minimum documentation value of four points as required by this subdivision, the department may conduct a credibility interview to determine whether the applicant's submission reasonably demonstrates that they meet the eligibility requirements of this program set forth in paragraph (2) of subdivision (a) of Section 2022. The department may establish procedures for credibility interviews.

2024. (a) Personal information and documents collected under this chapter are confidential and exempt from disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), and may be used or disclosed only for purposes of administering the program, except as necessary to comply with an order, warrant, or subpoena, as issued by a court.

(b) In carrying out the services and programs created by this chapter, the department shall establish procedures and safeguards against unauthorized access to, and use of, personal information collected by the department pursuant to this chapter by any person or entity, public or private, other than an employee of the department or a person or entity acting as an agent for the department for the purpose of administering the program.

(c) Personal information and documents collected under this chapter shall not be shared with other government agencies except as necessary to administer the program, notwithstanding the existence of data sharing agreements to which the department is a party.

2025. (a) Any individual found eligible for the program shall receive a payment in the amount of three hundred dollars ($300) for each week of unemployment occurring between January 1, 2025, and December 31, 2025, inclusive.

(b) The total number of weeks of unemployment for which a covered individual may receive assistance under this chapter shall not exceed 20 weeks.

2026. (a) (1) On or before April 1, 2025, the department shall release quarterly reports on the progress of the program, including, but not limited to:

(A) Total benefits paid.

(B) The number of individuals who applied for benefits.

(C) The number of individuals who received benefits.

(2) The quarterly reporting shall continue until all funds have been exhausted, or until January 1, 2027, whichever comes first.

(b) (1) On or before March 1, 2026, the department shall submit a report to the Legislature on the program, including, but not limited to:

(A) Program participation.

(B) Benefit amounts paid.

(C) Weeks of benefits paid per participant.

(D) Demographic information on program participants, including income, gender, race, ethnicity, language, geographic distribution by county and legislative district, and employment sector.

(E) Outreach efforts.

(F) Administrative costs.

(2) A report to the Legislature pursuant to this subdivision shall be submitted in compliance with Section 9795 of the Government Code.

2027. This chapter shall remain in effect only until January 1, 2027, and as of that date is repealed.

SEC. 3. Section 17140.6 is added to the Revenue and Taxation Code, to read:

17140.6. For the taxable year beginning on or after January 1, 2025, and before January 1, 2027, gross income does not include benefits or payments received under Chapter 2 (commencing with Section 2020) of Part 8 of Division 2 of the Labor Code.

SEC. 4. For purposes of complying with Section 41 of the Revenue and Taxation Code, the Legislature finds and declares as follows:

(a) The goals, purposes, and objectives of this exclusion are to ensure that, as much as is reasonably possible, the benefits received under the Excluded Workers Program (Chapter 2 (commencing with Section 2020) of Part 8 of Division 2 of the Labor Code) are spent in the communities in which the individuals receiving the benefits live.

(b) The Legislature shall use income reporting for the exclusion provided by the Franchise Tax Board as the performance indicator to measure whether the exclusion meets the goals, purposes, and objectives stated in subdivision (a).

(c) The Franchise Tax Board shall submit to the Legislature, no later than June 15, 2026, a report that complies with Section 9795 of the Government Code on the total number of claims for the exclusion and the amount claimed for each exclusion. Any individually identifiable information collected pursuant to this subdivision that is used in the report shall be compiled in an aggregate or anonymized manner to preserve confidentiality.

(d) The disclosure provisions of this section shall be treated as an exception to Section 19542 under Article 2 (commencing with Section 19542) of Chapter 7 of Part 10.2 of Division 2 of the Revenue and Taxation Code.

SEC. 5. The Legislature finds and declares that Section 2 of this act, which adds Section 2024 to the Labor Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The act strikes a balance between furthering the public interest in rectifying the unjust exclusion of immigrant workers from essential social safety net programs like unemployment insurance and protecting the privacy of individuals receiving or applying for the benefits outlined in this act.

O

REPORT TO CITY COUNCIL

Approved by

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-7

SUBJECT:

Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at 1302 Pomegranate Street (APN 011-351-076)

RECOMMENDATION:

Adopt a resolution approving a Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement (PUE) at Property Owner's Risk (Covenant)

SUMMARY:

Antonio Meza Jr. and Sandra Meza, owners of a single-family home at 1302 Pomegranate Street, have submitted a request to build a swimming pool in the backyard of their home that also includes a PUE. It is noted that the home is a corner home with limited options for an inground pool. The City does not have the authority to allow or approve construction within PUEs that are not for the exclusive use of the City.

DISCUSSION:

Prior to property owners securing permits for the construction of pools or other permanent structures, the City reviews the proposal for any concerns that may exist with that construction, including required setbacks from property lines or other structures. In addition, the City verifies existing easements to ensure the property owner and the City are not subject to a demand to remove facilities and liability associated therewith constructed under a permit approved by the City. In simple terms, an easement is a nonpossessory right to use another person's property without possessing it. Nearly all properties have easements, including but not limited to electrical lines, natural gas, cable television, phone, and on occasion, sewer, water, and/or drainage. Easements are outlined in title reports and are recorded against the property.

In this situation, a proposed pool extends into a public utility easement offered for dedication on the Orchard Pointe Phase II subdivision map no. 06-S-02, recorded on September 6, 2006. While the easement appears to be unused, the easement continues to exist, and utilities may be added in the future.

Under the terms of the Covenant, the property owner is responsible for contacting the utility to ensure the easement will not be used in the future prior to constructing the pool or preferably to seek removal of the easement. If the owner is not successful in removing the easement the City will not be held liable on the basis of the Covenant for any damages the owner may accrue.

FINANCIAL IMPACT:

Approval of this Covenant Agreement imposes no impact or expense to City's General Fund.

ALTERNATIVES:

If Council does not accept the approval of this Covenant Agreement, a permit to construct a pool will not be issued.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Covenant Agreement

Attachment 1

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A PUBLIC UTILITY EASEMENT AT PROPERTY OWNER'S RISK

WHEREAS, Antonio Meza Jr. and Sandra Meza are Owners in fee title of that certain improved real property commonly known as 1302 Pomegranate Street (Property) in the City of Madera, County of Madera (APN 011-351-076-000); and

WHEREAS, Owners propose to construct a pool in the backyard of the Property, and have applied to the City for a building permit to construct the same; and

WHEREAS, the proposed pool as designed will encroach into a public utility easement (PUE); and

WHEREAS, no utilities are currently using the PUE, but could do so at some future date; and

WHEREAS, To accommodate Owners' proposal, the City, as for itself and no other Utility, desires to agree to allow for a limited, temporary, encroachment by Owners into the PUE at the Owner exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities.

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

1. The above recitals are true and correct.

2. That certain Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at Property Owner(s)' Risk, attached hereto as Exhibit A, is hereby approved.

3. This resolution is effective immediately upon adoption.

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

Exhibit A

Covenant Agreement

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk
City of Madera
205 W. Fourth St.
Madera, CA 93637

APN. 011-351-076-000 SPACE ABOVE THIS LINE FOR RECORDER'S USE

Fee waived per Gov. Code Section 27383 & 27388.1(a)(2)(D)…No Fee Due

COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A PUBLIC UTILITY EASEMENT AT PROPERTY OWNER(S)' RISK

This Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at Property Owner(s)' Risk ("Agreement") **is** made and entered into this 3rd day of May, 2023 by Antonio Meza Jr. and Sandra Meza ("Owners") and the City of Madera ("City") for the purpose of allowing a limited encroachment into a public utilities easement.

RECITALS:

A. Owners own in fee title that certain improved real property commonly known as (insert address) in the City of Madera, County of Madera (APN. 011-351-076-000) and legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

B. Owners propose to construct a pool in the backyard of the Property and have applied to the City for a building permit to construct the same. As designed the proposed pool will encroach into the into a public utility easement (PUE), as depicted in the map attached as Exhibit B.

C. The PUE was previously dedicated and accepted by the City, and public utility easements are commonly used by utilities such as the City, Pacific Gas and Electric Company, Comcast, AT&T, and other authorized providers (collectively "Utilities" or singularly "Utility").

D. The Utilities are not currently using the PUE but could do so at some future date. To accommodate Owners' proposal, the City, as for itself and no other Utility, desires to agree to allow for a limited, temporary, encroachment by Owners into the PUE at the Owners' exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Effective Date; Duration.** This Agreement shall be effective upon delivery to the City of a copy executed by Owner ("**Effective Date**") which the City shall cause to be recorded in the Official Records of Madera County. This Agreement shall remain in full force and effect in perpetuity.

3. **Owner's Representations and Warranties.** Owner represents and warrants to the Utilities and City that, as of the Effective Date, Owner is the fee owner of the Property, and has authority to execute this Agreement which shall be binding on the Property upon recordation in the official records of Madera County ("**Official Records**").

4. **Covenants, Restrictions and Obligations.** The Parties agree as follows:

    (a) At Owner's sole cost and expense and in accordance with all applicable City requirements, Owners are granted a temporary encroachment into the PUE, as to the City's right of use only, for the limited purposes of constructing, maintaining, and using a swimming pool and associated structures strictly in accordance with the permits and the plans as approved by the City.

    (b) Owners shall not modify the pool nor construct or cause to be constructed any additional structures on the Property without first applying for and obtaining a permit from the City, at Owner's sole cost and expense. Upon approval, any additional permitted structure shall be subject to this Agreement, including, but not limited to, the covenants in this Section 4.

    (c) Owners specifically acknowledge that the granting of a limited encroachment in the PUE under this Agreement is only approval to do so from the City. Owner acknowledges that Owners will need to obtain the appropriate approval or consent of all other Utilities for encroachment into the PUE. The City encourages the recording of any such agreement or consent.

    (d) Owners agree that use of the PUE by the Utilities is paramount to the limited and temporary encroachment by Owners. Owners further agree that any

encroachment into the PUE is solely at Owners' risk, and Owners expressly acknowledge and agree that any Utilities, including the City, may disturb, remove, damage, or reconfigure the pool at any time to make use of the PUE or otherwise exercise their rights to the PUE, with or without notice. Further, any of the Utilities, including the City, may require Owners to remove the pool, including any associated structures, from the PUE at any time. Owners are solely responsible for any cost of removal, damages, reconfigurations, or any other disturbance of the pool by any Utilities, and under no circumstances shall Utilities be responsible to Owners for any damages or other relief, which are expressly waived by Owners. If Owners fail to promptly pay, any Utility may file and record a lien against the Property for the costs thereof, including attorney's fees. Owners agree any Utility may pursue any other remedy under the law to enforce this Agreement.

(e) At all times, Owners shall comply with all ordinances, regulations and standards applicable to the Property.

(f) Owners agree to indemnify and to hold the City harmless against any and all claims, demands, losses, liabilities, causes of action, obligations and claims of any kind for damages, lawsuits, costs, attorney's fees and expenses of every kind and nature whatsoever, filed against the City with respect to i) the City's approval of this Agreement; ii) the design, construction, approval, or use of the pool or associated structures; and iii) related to the use of the PUE by Owners (collectively "Indemnified Obligations"). Owners will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities and Owners agree to save and hold the City, its officers, agents and employees harmless therefrom. If the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Owners for such damages or other claims arising out of the Indemnified Obligations, Owners agree to promptly reimburse the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees. Any and all amounts due under this Section 4 shall be promptly paid to the City or its officers, agents or employees within ten (10) days of written demand is delivered to Owner. If any amounts are not paid when due, said amounts shall thereafter bear interest at the rate of ten percent (10%) per annum (but not in excess of the maximum rate permitted by law) until paid in full.

5. **Runs with the Land.** This Agreement shall run with the land binding the Property and all future owners, tenants, and occupants of the Property.

6. **Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

7. **Miscellaneous.**

7.1. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail. The addresses of the Parties are as follows:

CITY
Office of the City Engineer
428 E. Yosemite Avenue
Madera, CA 93638

OWNERS
Antonio Meza Jr. and Sandra Meza
1302 Pomegranate Street
Madera, CA 93638

7.2. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

7.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.

7.4. Attorney's Fees. In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

7.5. Final Agreement. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior

or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

7.6. Construction. This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

7.7. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

OWNERS:

_____
*By: Antonio Meza Jr.

_____
*By: Sandra Meza

CITY OF MADERA

By: _____
Santos Garcia
Mayor

Date: _____, 2023

* Signature must be notarized.

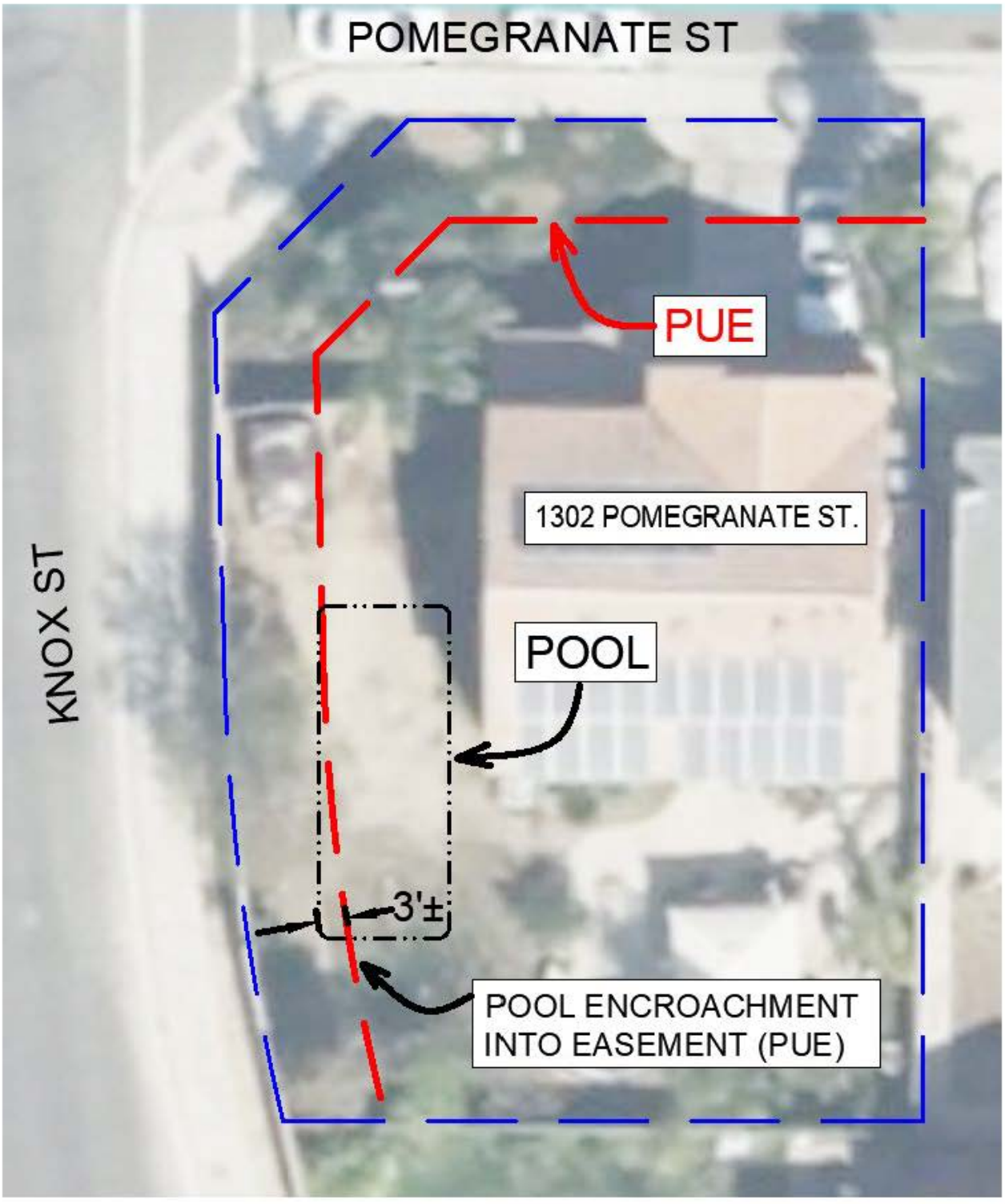
Exhibit A
Property Description

LOT 222 OF ORCHARD POINTE ESTATES PHASE 11, IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56 OF MAPS, PAGES 65 THROUGH 73, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 25, 2007 AS INSTRUMENT NO. 3578 OF OFFICIAL RECORDS.

APN: 011-351-076-000

Exhibit B

Depiction of Public Utility Easement (Including Encroachment)


POMEGRANATE ST
PUE
1302 POMEGRANATE ST.
KNOX ST
POOL
3'±
POOL ENCROACHMENT
INTO EASEMENT (PUE)

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

State of California

County of _____

On _____, 2023 before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature

SEAL

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-8

SUBJECT:

Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at 1409 Taylor Lane (APN 006-580-004)

RECOMMENDATION:

Adopt a resolution approving a Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement (PUE) at Property Owner's Risk (Covenant)

SUMMARY:

Michael and Lauri Hinton, the owners of a home at 1409 Taylor Lane, APN 006-580-004, have submitted a request to build a swimming pool in the back yard of a home that also includes a PUE. The City does not have authority to allow or approve of construction within PUEs that are not for exclusive use of the City.

DISCUSSION:

Prior to property owners securing permits for construction of pools or other permanent structures, the City typically reviews the proposal for any concerns that may exist with that construction including mandatory setbacks from property line or other structure. In addition, the City checks for existing easements to ensure the property owner and the City are not subject to a demand to remove facilities and liability associated therewith constructed under a permit approved by the City.

In this situation, a pool has been proposed that extends into an easement originally granted to San Joaquin Light and Power Corporation for Electric Transmission Line, on October 3, 1919. While the line was never constructed, that does not mean that the current owner of the easement might construct a facility at a later date.

Under the terms of the Covenant, the property owner is responsible for contacting the utility to ensure the easement will not be used in the future prior to constructing the pool or preferably to seek removal of the easement. If the owner is not successful in removing the easement, only receives assurances from the utility that a demand to remove the improvement, the City will not be held liable on the basis of the Covenant for any damages the owner may accrue.

FINANCIAL IMPACT:

Approval of this Covenant Agreement imposes no impact or expense to City's general Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is not directly addressed in the Vision Madera 2025 Plan

ALTERNATIVES:

If Council does not accept the approval of this Covenant Agreement, a permit to construct a pool will not be issued.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – Covenant Agreement

Attachment 1

Resolution

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A PUBLIC UTILITY EASEMENT AT PROPERTY OWNER'S RISK

WHEREAS, Michael and Lauri Hinton are the Owners in fee title of that certain improved real property commonly known as 1409 Taylor Lane (Property) in the City of Madera, County of Madera (APN 006-580-004-000); and

WHEREAS, Owner propose to construct a pool in the backyard of the Property, and have applied to the City for a building permit to construct the same; and

WHEREAS, the proposed pool as designed will encroach into a public utility easement (PUE); and

WHEREAS, no utilities are currently using the PUE, but could do so at some future date; and

WHEREAS, To accommodate Owners' proposal, the City, as for itself and no other Utility, desires to agree to allow for a limited, temporary, encroachment by Owners into the PUE at the Owner exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities.

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

1. The above recitals are true and correct.

2. That certain Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at Property Owner(s)' Risk, attached hereto as Exhibit A, is hereby approved.

3. This resolution is effective immediately upon adoption.

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

Exhibit A

Covenant Agreement

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

City Clerk
City of Madera
205 W. Fourth St.
Madera, CA 93637

APN. 006-580-004-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Fee waived per Gov. Code Section 27383 & 27388.1(a)(2)(D)…No Fee Due

COVENANT AGREEMENT TO ALLOW A LIMITED ENCROACHMENT INTO A PUBLIC UTILITY EASEMENT AT PROPERTY OWNER(S)' RISK

This Covenant Agreement to Allow a Limited Encroachment into a Public Utility Easement at Property Owner(s)' Risk ("Agreement") is made and entered into this 3rd day of May, 2023 by Michael and Lauri Hinton ("Owners") and the City of Madera ("City") for the purpose of allowing a limited encroachment into a public utilities easement.

RECITALS:

A. Owners own in fee title that certain improved real property commonly known as 1409 Taylor Lane in the City of Madera, County of Madera (APN. 006-580-004-000) and legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

B. Owners propose to construct a pool in the backyard of the Property and have applied to the City for a building permit to construct the same. As designed the proposed pool will encroach into the into a public utility easement (PUE), as depicted in the map attached as Exhibit B.

C. The PUE was previously dedicated and accepted by the City, and public utility easements are commonly used by utilities such as the City, Pacific Gas and Electric Company, Comcast, AT&T, and other authorized providers (collectively "Utilities" or singularly "Utility").

D. The Utilities are not currently using the PUE but could do so at some future date. To accommodate Owners' proposal, the City, as for itself and no other Utility, desires to agree to allow for a limited, temporary, encroachment by Owners into the PUE at the Owners' exclusive cost and risk, and subject to Owners obtaining appropriate approvals from the other Utilities (such as a recorded covenant or agreement) and future use by the Utilities.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Effective Date; Duration.** This Agreement shall be effective upon delivery to the City of a copy executed by Owner ("**Effective Date**") which the City shall cause to be recorded in the Official Records of Madera County. This Agreement shall remain in full force and effect in perpetuity.

3. **Owner's Representations and Warranties.** Owner represents and warrants to the Utilities and City that, as of the Effective Date, Owner is the fee owner of the Property, and has authority to execute this Agreement which shall be binding on the Property upon recordation in the official records of Madera County ("**Official Records**").

4. **Covenants, Restrictions and Obligations.** The Parties agree as follows:

    (a) At Owner's sole cost and expense and in accordance with all applicable City requirements, Owners are granted a temporary encroachment into the PUE, as to the City's right of use only, for the limited purposes of constructing, maintaining, and using a swimming pool and associated structures strictly in accordance with the permits and the plans as approved by the City.

    (b) Owners shall not modify the pool nor construct or cause to be constructed any additional structures on the Property without first applying for and obtaining a permit from the City, at Owner's sole cost and expense. Upon approval, any additional permitted structure shall be subject to this Agreement, including, but not limited to, the covenants in this Section 4.

    (c) Owners specifically acknowledge that the granting of a limited encroachment in the PUE under this Agreement is only approval to do so from the City. Owner acknowledges that Owners will need to obtain the appropriate approval or consent of all other Utilities for encroachment into the PUE. The City encourages the recording of any such agreement or consent.

    (d) Owners agree that use of the PUE by the Utilities is paramount to the limited and temporary encroachment by Owners. Owners further agree that any

encroachment into the PUE is solely at Owners' risk, and Owners expressly acknowledge and agree that any Utilities, including the City, may disturb, remove, damage, or reconfigure the pool at any time to make use of the PUE or otherwise exercise their rights to the PUE, with or without notice. Further, any of the Utilities, including the City, may require Owners to remove the pool, including any associated structures, from the PUE at any time. Owners are solely responsible for any cost of removal, damages, reconfigurations, or any other disturbance of the pool by any Utilities, and under no circumstances shall Utilities be responsible to Owners for any damages or other relief, which are expressly waived by Owners. If Owners fail to promptly pay, any Utility may file and record a lien against the Property for the costs thereof, including attorney's fees. Owners agree any Utility may pursue any other remedy under the law to enforce this Agreement.

(e) At all times, Owners shall comply with all ordinances, regulations and standards applicable to the Property.

(f) Owners agree to indemnify and to hold the City harmless against any and all claims, demands, losses, liabilities, causes of action, obligations and claims of any kind for damages, lawsuits, costs, attorney's fees and expenses of every kind and nature whatsoever, filed against the City with respect to i) the City's approval of this Agreement; ii) the design, construction, approval, or use of the pool or associated structures; and iii) related to the use of the PUE by Owners (collectively "Indemnified Obligations"). Owners will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities and Owners agree to save and hold the City, its officers, agents and employees harmless therefrom. If the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Owners for such damages or other claims arising out of the Indemnified Obligations, Owners agree to promptly reimburse the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees. Any and all amounts due under this Section 4 shall be promptly paid to the City or its officers, agents or employees within ten (10) days of written demand is delivered to Owner. If any amounts are not paid when due, said amounts shall thereafter bear interest at the rate of ten percent (10%) per annum (but not in excess of the maximum rate permitted by law) until paid in full.

5. **Runs with the Land.** This Agreement shall run with the land binding the Property and all future owners, tenants, and occupants of the Property.

6. **Amendment or Modification.** This Agreement may not be amended or modified except (i) in writing executed by the then current owner(s) of the Property and the City, and (ii) recorded in the Official Records.

7. **Miscellaneous.**

7.1. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal services, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth on the signature page of this Agreement or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail. The addresses of the Parties are as follows:

CITY
Office of the City Engineer
428 E. Yosemite Avenue
Madera, CA 93638

OWNERS
Michael and Lauri Hinton
1409 Taylor Ln.
Madera, CA 93637

7.2. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

7.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Madera County.

7.4. Attorney's Fees. In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

7.5. Final Agreement. This Agreement contains the entire understanding and agreement with respect to the subject matter of this Agreement and all prior

or contemporaneous documents, communications, understandings, representations, and statements shall be of no force or effect.

7.6. Construction. This Agreement shall be construed according to its fair meaning as if prepared by all parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

7.7. No Waiver. The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

OWNERS:	**CITY OF MADERA**
_____	
*By: Michael Hinton	By: _____
	Santos Garcia
	Mayor
_____	
*By: Lauri Hinton	Date: _____, 2023

* Signature must be notarized.

Exhibit A
Property Description

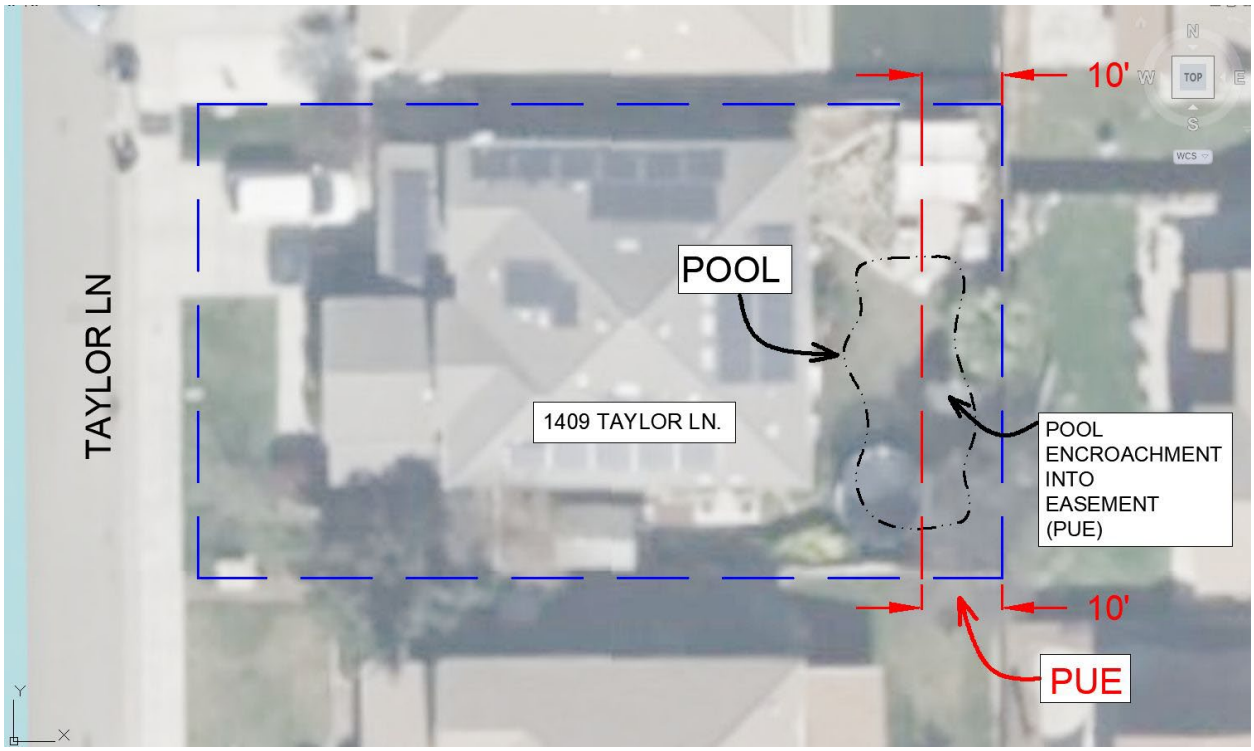
The land referred to is situated in the County of Madera, City of Madera, State of California, and is described as follows:

Lot 129 of Cottonwood Estates Phase 4 Subdivision No. 05-S-12, according to the Map thereof Recorded in Book 54, Pages 126 and 127 of Maps, Madera County Records.

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances and minerals of any kind or character, in, on or thereunder, as reserved of Deeds of Record.

APN: 006-580-004-000

Exhibit B
Depiction of Public Utility Easement (Including Encroachment)



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

State of California

County of _____

On _____, 2023 before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Signature

SEAL

REPORT TO CITY COUNCIL

Council Meeting of: May 3, 2023

Agenda Number: B-9

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Bid Package 1 – RRFB and Safety Improvements at George Washington Elementary School, AHSC Agreement No. 19-AHSC-12761, City Project No. R-94

RECOMMENDATION:

Adopt a Minute Order Approving:

1. Acceptance of the Construction Bid Package 1 – RRFB and Safety Improvements at George Washington Elementary School, AHSC Agreement No. 19-AHSC-12761, City Project No. R-94
2. Recording of Notice of Completion
3. Release of retention 35 days after the recording of the Notice of Completion

SUMMARY:

At its July 6, 2022 meeting, the City Council awarded a contract to Bush Engineering, Inc. for the Project for $177,210. The Contractor has completed the Project in accordance with the plans and specifications and as modified by approved change orders.

BACKGROUND:

The work, in general, consisted of the installation of Rectangular Rapid Flashing Beacons (RRFB) at two crosswalks serving George Washington Elementary School, as well as concrete ADA ramp improvements. A map of said improvements is provided in Attachment 1. A final project inspection was conducted by City staff pursuant to the construction drawings. All parties agree that the project can be recommended for acceptance by the Council and a "Notice of Completion" recorded.

Table 1 provides a summary of the project. It is noted that two Change Orders were processed.

The change orders consisted of costs due to unforeseen conditions, fixing ADA hazards, and final balancing change orders involving additives or deductive items based on the total work performed versus the total quantity included in the bid item.

Table 1: *Project Summary, including Change Orders*	
Summary of Changes	*Cost*
Original Project	$177,210.00
Change Order #1	$7,696.76
Change Order #2	$4180.40
Total	**$184,906.76**

The final progress payment, less the retention amount of five percent, has been processed.

The Change Orders' total cost increased the project's cost by approximately 4.34 percent, wherein a contingency of up to 15 percent of the original contract amount was included. The construction project was completed within the adjusted contract time and available budget.

FINANCIAL IMPACT:

There is no fiscal impact on the City's General Fund. Funds for the project are programmed in the Fiscal Year (FY) 2021/22 Capital Projects Budget and carried over to FY 2022/23. Any unused Affordable Housing and Sustainable Communities (AHSC) funds will transfer back to the fund balance for other project expenses.

ALTERNATIVES:

As an alternative, the Council may reject the Project's Notice of Completion. Rejection of the Notice of Completion will result in staff's inability to release retention funds and closing the Project.

ATTACHMENTS:

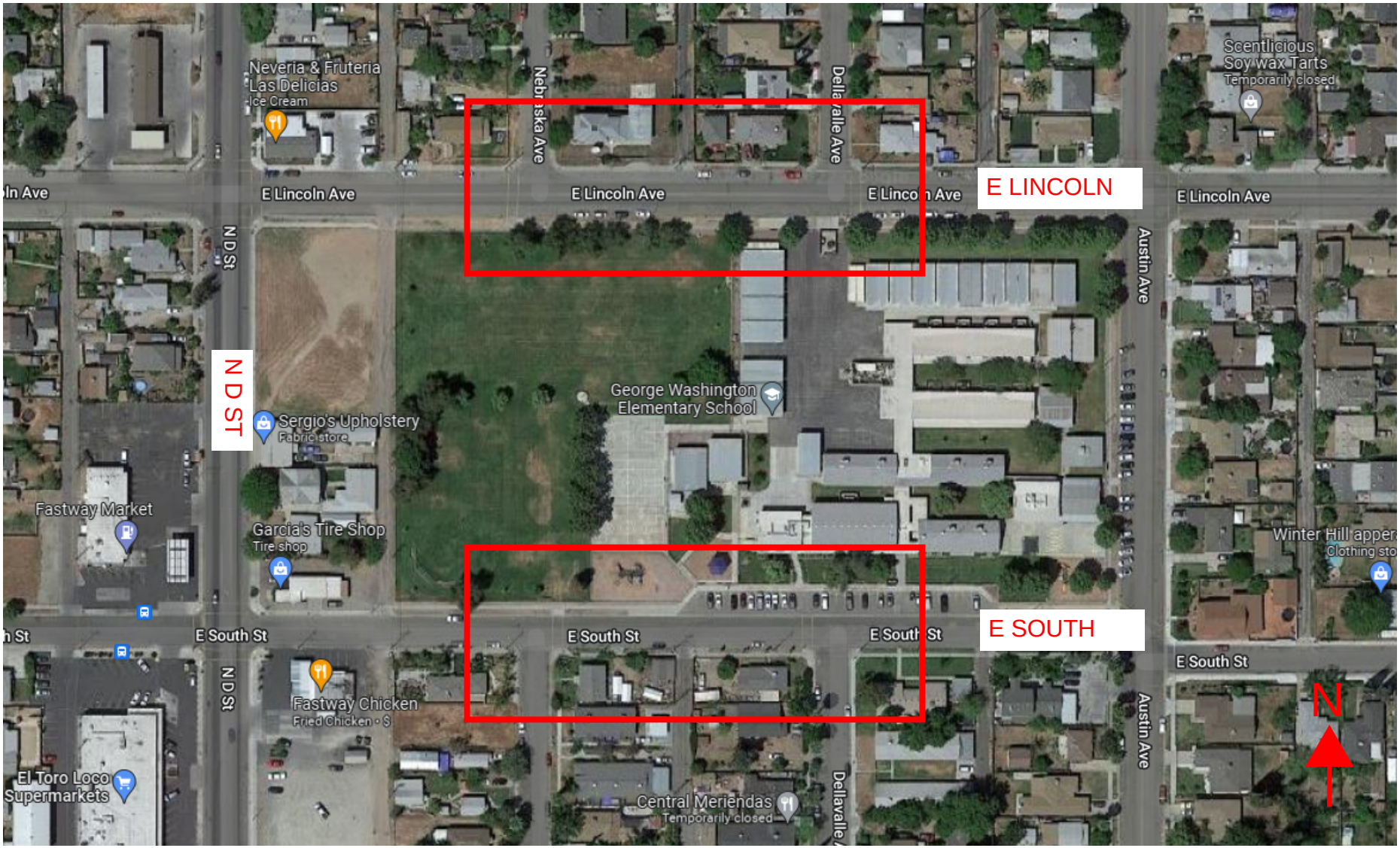
1. Location Map
2. Notice of Completion
3. Pictures

ATTACHMENT 1

Location Map

LOCATION MAP

BID PACKAGE 1 - RRFB AND SAFETY IMPROVEMENTS AT GEORGE WASHINGTON ELEMENTARY SCHOOL



ATTACHMENT 2

Notice of Completion

Recording Requested by:
City of Madera

And When Recorded, Mail to:
City of Madera – City Clerk
205 W. 4th Street
Madera, CA 93637

_____ Space above this line for Recorder's Use _____
Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code – No Document Tax Due $ -0-

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

Name	Address
N/A	

6. A work of improvement on the property hereinafter described was completed on **02/08/2023**
7. The name of the original contractor, if any, for such work of improvement was:
   (If no contractor for work of improvements as a whole, insert "none".)
   Bush Engineering Inc.
8. The full name(s) and address(es) of the transferor(s) of the undersigned is(are):

Name	Address
N/A	

9. The property on which said work of improvement was completed is in the City of **Madera**, County of **Madera**, State of California, and is described as follows:
   Bid Package 1 - RRFB and Safety Improvements at George Washington Elementary
   City Project No. R-94
10. The street address of said property is **Madera City Limits**
    (If no street address has been officially assigned, insert "none".)

(Signature of Owner named in Paragraph 2)

Dated

Keith Brent Helmuth, P.E.
City Engineer

State of California
County of Madera

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

(Signature of Officer)

_____
Keith Brent Helmuth, P.E.
City Engineer

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

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 2021 by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____ (Seal)
Alicia Gonzales
City Clerk

ATTACHMENT 3

Pictures



Figure 1 – Curb Ramp SE side of Dellavalle & South (Before)



Figure 2 – Curb Ramp SE Side of Dellavalle & South (After)



Figure 3 – Curb Ramp SW side of Dellavalle & South (Before)



Figure 4 – Curb Ramp SW Side of Dellavalle & South (After)



Figure 5 – Crosswalk Improvements at South & Dellavalle



Figure 6 – Crosswalk Improvements at Dellavalle & Lincoln

REPORT TO CITY COUNCIL

Approved by:

Justin Macomb, Assistant Fire Chief

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-10

SUBJECT:

Amendment to the Tyler Munis Technologies License and Services Agreement for the Fire Prevention Mobile with Smart Draw System to include Licensing and Software Access and Related Budget Amendment

RECOMMENDATION:

1. Adopt resolution approving an amendment to agreement with Tyler Technologies, Inc. to purchase Fire Prevention Mobile with Smart Draw system to include licenses, software, and services for $21,906 in year 1, plus an annual renewal fee of $14,007 from Measure K; and

2. Adopt resolution approving a Budget Amendment to allow for payment of agreement with Tyler Technologies, Inc. from Measure K funds

SUMMARY:

As discussed at the City Council meeting on December 7, 2022, one of the Fire Department's responsibilities is enforcing Fire and Life Safety inspections per Senate Bill (SB) 1205. In addition to SB 1205, the City anticipates inspecting occupancies within its jurisdiction per California's Health and Safety Code, including sections §13109, §13145 and §13146.

The City will utilize three fire companies and a Battalion Chief to accomplish said inspections. Unfortunately, the City does not have a data management system to track inspections. To minimize labor and communication between staff and property owners, the goal is to implement a digital inspection program that allows consistent inspection standards and interoperability with the City's current software system. Moreover, this would enable customers to pay inspection fees online. Uniform standards and straightforward interpretation of California's vast codes are essential to a successful program. Interoperability with existing systems allows for transparency across multiple disciplines, including but not limited to Planning, Permitting, and Finance. After

studying various systems, it is recommended to purchase Fire Prevention Mobile with Smart Draw by Tyler Technologies.

DISCUSSION:

The City Council approved the implementation of post-occupancy fire safety inspections with the 2022/23 budget. On October 17, 2022, a second Battalion Chief was hired to implement the Fire and Life Safety program per SB 1205. Prior to this, the City had not conducted post-occupancy inspections since 1993. To date:

- Resources have been spent gathering the necessary equipment and materials to implement a successful program.
- Documents are being drafted outlining inspection requirements by occupancy type to be available for fire inspectors and the citizens. This would also allow for educational materials to be available in other languages.
- Staff training- On site and through the program

Multiple programs were researched to ensure the program could meet the City's needs. Additionally, various jurisdictions were surveyed on what obstacles and successes they experienced in managing a fire safety inspection program so that an informed decision could be made on how to best proceed.

During the City's outreach to other communities, several themes emerged, including:

- The exorbitant amount of staff time required for record-keeping and follow-up
- In areas where personnel appeared below the norm, issues were exacerbated by outdated paper processing and record keeping impacting time conducting inspections.
- Challenges with accurate billing and record keeping.

As a result, it became evident that selecting a robust system is imperative. In short, software programs offer improved efficiencies related to consistency, hours spent inspecting, processing, billing, archival of inspection records, and interdepartmental communication.

Hours saved conducting inspections on a tablet will alleviate time spent conducting research by engine companies. In addition, a robust software system:

- Can instantly produce an inspection report and download inspection history to a record management system
- Eliminates the need for manual data entry by staff
- Automatically creates inspection reports in real-time and makes them available to all necessary parties with relevant code references.
- Provides built-in scheduling with reminders
- Maintains a database of current inspection codes, minimizing the amount of print material

While software systems allow for improved efficiencies, when most systems are implemented, issues will undoubtedly arise.

The benefits of moving to a digital system far outweigh the cost associated with its purchase. In addition, a program's ability to cross-communicate with multiple departments provides immeasurable value. It will minimize the potential of duplicating work while providing other City departments instant feedback, including the Building and Finance Departments. This allows permits to be issued or withheld based on outstanding fees or violations. Without this cross-communication, the Fire Department would have to engage with multiple departments and develop a tracking system conducive to all parties.

Based on this review, Fire Inspection Mobile with Smart Draw by Tyler Technologies was identified as the best product to meet the City's needs. Tyler Technologies is the provider of the City's Enterprise Resource System. Tyler Technologies, Inc.'s Fire Inspection Mobile with Smart Draw program integrates with Enterprise Resources and the City's financial system (Tyler Munis).

The City has an existing agreement with Tyler Technologies, Inc. To proceed with purchasing the Fire Inspection Mobile with the Smart Draw system, the City must execute an amendment to the agreement.

FINANCIAL IMPACT:

The total cost of the program is $21,906. This covers initial setup and first-year licensing. Staff recommends paying the setup fee of $7,899 out of fiscal year 2022/23 Measure K fund. The remainder of $14,007 for first-year licensing and annual renewal fees of $14,007 should be paid out of the appropriate fiscal year Measure K budget. While there is a yearly assessment, said cost would be recovered as part of the City's cost recovery system when property owners are billed for necessary inspections.

ALTERNATIVES:

Potential Council options include:

1. Deny the request as outlined above.
2. Council may direct staff to review alternative systems.

ATTACHMENTS:

1. Resolution approving Tyler Technologies Amendment To License And Services Agreement
2. Resolution approving budget amendment for Measure K funds to purchase Fire Prevention Mobile with Smart Draw
3. Tyler Technologies amendment Contract

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AMENDMENT TO THE TYLER TECHNOLOGIES LICENSE AND SERVICES AGREEMENT FOR $21,906 FOR THE FIRE PREVENTION MOBILE WITH SMART DRAW SYSTEM TO INCLUDE LICENSING AND SOFTWARE ACCESS AND APPROVING RELATED BUDGET AMENDMENT FOR USE OF MEASURE K FUNDS

WHEREAS, the City of Madera Fire Department (MFD) is responsible for Fire and Life inspections under SB1205 within the City of Madera; and

WHEREAS, MFD is responsible for fire safety inspections under the Health & Safety Code within the City; and

WHEREAS, MFD has a need for related software to aid in the implementation of fire safety inspections; and

WHEREAS, the City has an existing agreement with Tyler Technologies, Inc. for the City's Enterprise Resource System; and

WHEREAS, Tyler Technologies, Inc. offers Fire Prevention Mobile with Smart Draw and related software that integrates with the City's existing software systems; and

WHEREAS, the City wishes to purchase Fire Prevention Mobile with Smart Draw from Tyler Technologies, Inc, and implement the related software for the efficient and effective enforcement of fire safety inspections; and

WHEREAS, the parties wish to amend the existing agreement to include Fire Prevention Mobile with Smart Draw; and

WHEREAS, a budget amendment is necessary to reflect that payment for this amendment to agreement will be paid from Measure K funds.

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

1. The above recitals are true and correct.

2. The Amendment to the Tyler Technologies License And Services Agreement between the City of Madera and Tyler Technologies, Inc., attached hereto as Exhibit 1 and incorporated by reference, is approved.

3. The Council approves a budget amendment to authorize payment for this Amendment to Agreement with Measure K funds.

4. The resolution is effective immediately

****

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING MEASURE K FUNDS FOR THE PURCHASE OF TYLER TECHNOLOGIES FIRE PREVENTION MOBILE WITH SMART DRAW SYSTEM TO INCLUDE LICENSING AND SOFTWARE ACCESS

WHEREAS, the City of Madera Fire Department (MFD) is responsible for Fire and Life inspections under SB1205 within the City of Madera; and

WHEREAS, MFD is responsible for fire safety inspections under the Health & Safety Code within the City; and

WHEREAS, MFD has a need for related software to aid in the implementation of fire safety inspections; and

WHEREAS, Tyler Technologies, Inc. offers Fire Prevention Mobile with Smart Draw and related software that integrates with the City's existing software systems; and

WHEREAS, the City wishes to purchase Fire Prevention Mobile with Smart Draw from Tyler Technologies, Inc, and implement the related software for the efficient and effective enforcement of fire safety inspections; and

WHEREAS, the Council authorizes Measure K funds to be used for the purchase of Fire Prevention Mobile with Smart Draw

WHEREAS, $7,899.00 is approved for initial set up and licensing to the city

WHEREAS, $14,007.00 is approved for the yearly subscription rate to be renewed annually

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

1. The above recitals are true and correct.

2. The council authorizes Measure K funds for the purchase of Fire Prevention Mobile with Smart Draw

3. The resolution is effective immediately.

* * * * * * * *

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Madera, California, with offices at 205 West Fourth Street, Madera, California 93637 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated August 18, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

    a. The annual SaaS fees payable under the Agreement shall be $14,007, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the earlier of (i) use of the Tyler Software added herein in live production; or (ii) October 1, 2023.

    b. The Professional Services fees set forth in Exhibit 1 shall be invoiced on the Amendment Effective Date.

    c. Applicable expenses shall be invoiced as incurred.

2. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: https://www.tylertech.com/terms/tyler-saas-services.

3. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/mobileeyes-third-party-terms. By signing this Amendment or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Madera, California
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeff Moser
Quote Expiration:	5/17/23
Quote Name:	Madera MobileEyes

Sales Quotation For:
Madera City Fire Department
14225 Road 28
Madera CA 93638
Phone: 559-675-7799

Tyler SaaS - SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Fire Prevention Mobile				
Company Inspector Mobile		$ 169	3	$ 6,084
Inspector Mobile		$ 169	2	$ 4,056
Pre-plans Mobile		$ 49	3	$ 1,764
Inspector Mobile Plus - Silver (Invoicing Add-On)		$ 49	2	$ 1,176
Onboard Codes - ICC		$ 8	5	$ 495
SmartDraw - Pre-plan Drawing Tool - 1-4 user license		$ 12	3	$ 432
Product Integration - Enterprise Permitting & Licensing		$ 0	1	$ 0
Tyler Software				
Product Integration - Enterprise ERP		$ 0	1	$ 0
TOTAL	**3**			**$ 14,007**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Contractor Access Setup & Training	1	$ 499	$ 499	$ 0
Setup & Configuration Services	15	$ 200	$ 3,000	$ 0
Training Services	16	$ 200	$ 3,200	$ 0
Training Services - Company Inspector Mobile	4	$ 200	$ 800	$ 0
Training Services - SmartDraw	2	$ 200	$ 400	$ 0
TOTAL:			**$ 7,899**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 14,007
Total Services	$ 7,899	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**7,899**	**$ 14,007**

Comments

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the “owning” occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler’s MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No “fuzzy” matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered “data clean up” and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal’s Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

---The Fire Prevention Mobile integration with Enterprise Permitting & Licensing is with the Business Licensing module. The integration with Permitting consists of a joint task list/schedule of fire inspections, plan reviews, and permit inspections.

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

3 Stations and will do train the trainer for Company Inspector
2 Inspector License for FM and Division Chief
5 License of CA Fire Code and Updates included as Code Cycle changes
Integration with Munis/Energov for Business Licensing and Financial
Set up & Configuration
Training for Inspectors, Company Inspectors, Admin Web Back Office, Invoicing
Train the Trainer for Engine Companies
Optional Pre-Plans Mobile
4,900 Businesses

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-11

SUBJECT:

Use Agreement with the City of Kerman for the use of its shooting range

RECOMMENDATION:

Adopt a Resolution approving Use Agreement with City of Kerman for use of shooting range and authorizing the Chief of Police to sign the agreement on an annual basis for up to three years.

SUMMARY:

The Madera Police Department (MPD) currently utilizes the City of Kerman shooting range (Kerman Range) to perform department required range training. The use agreement is required to continue the use of the Kerman Range. Staff recommends Council authorize the Chief of Police to sign the use agreement annually in perpetuity, considering the agreement remains identical.

DISCUSSION:

MPD has used the Kerman Range for over a decade to carry out quarterly range training mandated by department policy. The execution of a new use agreement is required for the City to continue using the Kerman Range. Typically, this agreement is presented to Council for consideration each year; however, staff proposes that the Chief of Police be given authority to execute the agreement each year to streamline this administrative process. Staff recommends Council authorize the Chief of Police to sign the agreement annually for up to three years.

It should be noted that this resolution gives authority to the Chief of Police to execute the agreement attached as Exhibit A. Staff must return to Council if the City of Kerman alters any language or stipulations within the agreement.

FINANCIAL IMPACT:

Entering this agreement does not present a financial burden to the City, given that the City of Kerman allows MPD to use their facility at no cost. Most other facilities charge a fee to use their training facilities. For reference, the Fresno Police Department Regional Training Center costs approximately $1,500 per quarter.

ALTERNATIVES:

Council may elect not to approve the agreement and/or to refrain from allowing the Chief of Police to sign the use agreement annually for up to three yearsand request staff return for Council consideration of the agreement each year. Additionally, Council can request that staff seek alternative locations to conduct mandatory training sessions.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Use Agreement

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING USE AGREEMENT WITH CITY OF KERMAN FOR USE OF SHOOTING RANGE AND AUTHORIZING THE CHIEF OF POLICE TO SIGN THE USE AGREEMENT ON AN ANNUAL BASIS FOR UP TO THREE YEARS

WHEREAS, the Madera Police Department (MPD) had a need to obtain an appropriate facility to conduct quarterly shooting range training events; and

WHEREAS, MPD identified the City of Kerman shooting range as an appropriate facility and has used the range for over a decade; and

WHEREAS, the City has not and will not incur any cost as a result of using the City of Kerman shooting range; and

WHEREAS, the City of Kerman requires a use agreement to be executed between the two parties to use their facility.

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 Council approves the Use Agreement.

3. The Chief of Police is authorized to sign the Use Agreement on an annual basis for up to three years..

4. This resolution is effective immediately upon adoption.

* * * * * * * *

AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY

Use of Range Facility by City of Madera Police Department

This agreement for use of City of Kerman Property ("Agreement") is made and entered into by and between the City of Kerman, a municipal corporation ("City") and the City of Madera Police Department (hereinafter "Permittee"). City and Permittee may be collectively referred to herein as "parties."

RECITALS

A. The City is the owner of the real property located in the City of Kerman, described as the Range Facility, located to the rear of 15485 W. Church Avenue, Kerman, California 93630. The Range Facility is hereby also referred to as "Premises."

B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **PERMISSION TO ENTER**. The City hereby grants permission to Permittee (including its officers, employees, and agents) to enter the Premises in accordance with the terms of this Agreement, for the purpose of training on date and times to be mutually agreed upon by the parties. Permittee is solely responsible for supplying all appropriate equipment and materials convenient or necessary to utilize the Range Facility for training. Permittee is solely responsible for conducting the training and ensuring the safety of the participants in conjunction with the use of the Premise by Permittee, including providing all necessary personnel.

2. **TERM**. The term of this Agreement shall be for one year commencing upon full execution of this Agreement by the parties.

3. **PAYMENT**. No payment is required.

4. **RELATIONSHIP BETWEEN THE PARTIES**. Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.

5. **COMPLIANCE WITH LAWS**. Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

6. **REPORTING DAMAGES**. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify the Kerman Police Department by telephone at 846-8800 and Permittee shall promptly submit to the City's Authorized Representative a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of damaged property; (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

7. **INDEMNIFICATION**. Permittee shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs an fees of litigation) of every nature resulting or arising from performance or failure to perform under this agreements with the exception of the sole negligence or willful misconduct of the City.

8. **ASSIGNMENT AND DELEGATION**. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

9. **WAIVERS**. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

10. **NOTICES**. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO:	**City**	**TO: Permittee**
	Attn: John Golden	**Attn: Dino Lawson**
	City of Kerman Police Department	**City of Madera Police Department**
	850 S. Madera Ave.	**330 S. C Street**
	Kerman, CA 93630	**Madera, CA 93637**

11. **HEADINGS.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

12. **SEVERABILITY**. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or

unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

13. **GOVERNING LAW, JURISDICTION, AND VENUE**. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Fresno.

14. **ATTORNEYS' FEES**. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs, and expenses incurred.

15. **MODIFICATIONS**. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

16. **CONFLICTS**. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

17. **ENTIRE AGREEMENT**. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complimentary; what is called for in one is binding as if called for in all.

18. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Permittee do hereby agree to the full performance of the terms set forth herein.

CITY OF KERMAN	**CITY OF MADERA POLICE DEPARTMENT**
By: John Jansons	By: Dino Lawson
Title: City Manager	Title: Police Chief
Date:	Date:

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-12

SUBJECT:

Appointment of City Treasurer

RECOMMENDATION:

Adopt a Resolution appointing Michael Lima, Director of Financial Services, to serve as the City Treasurer

SUMMARY:

The City Council appoints the role of City Treasurer. Financial institutions with whom the City conducts business require the City to provide documentation of official governing body action appointing the City Treasurer. Historically, this designation has been provided by a resolution of the City Council.

DISCUSSION:

The California Government Code states in §34856:

> *When City Clerk and City Treasurer's offices are appointed, appointments to such offices shall be made by the City Council unless the City Council vests such appointing power in the City Manager by ordinance.*

The City's Municipal Code (MMC) establishes the office of the Director of Finance. It designates that individual as the City's Chief Accounting Officer but does not explicitly address the appointment of that position as City Treasurer. MMC §2-2.202 provides that the Director of Finance is appointed by and serves at the pleasure of the City Manager. MMC §2-2.312 states that the City Manager is vested with the power to make appointments under the City's established Civil Service System but not to the positions of City Clerk, City Treasurer, and City Attorney.

When considering the Government Code along with the applicable sections of the MMC, staff interprets the pieces to mean that the Council has reserved the appointment of City Treasurer for itself. Historically, this appointment has been made by resolution to provide financial institutions with what they deem proof of appointment by the governing body.

Due to a lack of a Finance Director, Council appointed the City Manager as interim City Treasurer at its January 18, 2023 meeting until the Director of Financial Services position was filled. With the recent appointment of Michael Lima as the Director of Financial Services, staff is recommending that the earlier appointment be rescinded, and that Mr. Lima is appointed as the City Treasurer.

FINANCIAL IMPACT:

Appointing the Director of Financial Services as the City Treasurer will have no financial impact on the City.

ALTERNATIVES:

Council could appoint another employee to the role of City Treasurer.

ATTACHMENTS:

1. Resolution

RESOLUTION: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING MICHAEL LIMA, DIRECTOR OF FINANCIAL SERVICES, AS THE CITY TREASURER

WHEREAS, California Government Code §34856 provides that the office of City Treasurer is appointed by the City Council unless otherwise delegated by ordinance; and

WHEREAS, no delegation of such authority has been made by ordinance; and

WHEREAS, the role of City Treasurer is historically assigned to the Director of Financial Services; and

WHEREAS, on January 18, 2023, the City Council appointed the City Manager as the City Treasurer until the appointment of a Director of Financial Services; and

WHEREAS, it is the desire of this Council to appoint Director of Financial Services Michael Lima as City Treasurer to perform those duties required of a City Treasurer under Government Code Sections 41001 to 41005.

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. City of Madera Director of Financial Services Michael Lima is hereby appointed City Treasurer for the City of Madera.
3. Upon entering the duties of the office of City Treasurer, the said Michael Lima shall execute a bond to the City of Madera in accordance with the provisions of Section 36518 of the Government Code of the State of California.
4. Resolution 23-02, and all prior resolutions appointing a City Treasurer, are hereby rescinded, and such appointments are null and void as of the effective date of this resolution.
5. This resolution is effective immediately upon adoption.

****

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-13

SUBJECT:

Continuing Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms

RECOMMENDATION:

Adopt a Resolution Continuing the Declaration Proclaiming the Existence of a Local Emergency – January 2023 Winter Storms in accordance with Madera Municipal Code Title III, Chapter 2

SUMMARY:

The City of Madera and State of California experienced significant storm events and related impacts beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023.

The City of Madera declared a local emergency related to storm impacts incurred during the disaster period. The requested action is to continue the emergency declaration while the City works through project completion for repairs and finalizes disaster assistance through the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES).

DISCUSSION:

California experienced severe winter storms beginning in December 2022. President Biden declared a major disaster for various counties in California, inclusive of Madera County, for severe winter storms, flooding, landslides, and mudslides. The disaster period began December 27, 2022, and concluded January 31, 2023. During the disaster period, the City of Madera experienced significant impacts, including:

- Debris clearing in the storm system, public right-of-way, and park spaces

- Emergency protective measures
- Catastrophic failure of the Avenue 13 sewer trunk line at Granada Drive
- Multiple storm drain line failures and related asphalt and/or sidewalk failures
- Asphalt failure
- Degradation of equipment at the Wastewater Treatment Plant due to additional incoming debris

The City Manager as the Director of Emergency Services initially declared a local disaster for the City of Madera January 27, 2023. This declaration was ratified by the City Council at its meeting February 1, 2023, and has since been extended in compliance with the City's municipal code and FEMA and CalOES requirements. The contemplated action will continue the local emergency as staff works with FEMA and CalOES on projects to repair and mitigate local impacts related to the declared disaster.

FINANCIAL IMPACT:

The recommended action is necessary to ensure specific liability protection, emergency powers of the Emergency Services Director, and potential recovery of eligible costs, if any, from State and Federal emergency funds.

ALTERNATIVES:

Staff does not recommend consideration of other alternatives given alternatives likely would remove reimbursement to the City that may become possible as a result of this action.

ATTACHMENTS:

1. Resolution continuing the Declaration of a Local Emergency for January 2023 winter storms

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONTINUING THE DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY – JANUARY 2023 WINTER STORMS IN ACCORDANCE WITH MADERA MUNICIPAL CODE TITLE III, CHAPTER 2

WHEREAS, the City of Madera has already been adversely impacted by the effects of other local emergencies such as the recent unexpected closure of Madera Community Hospital and the ongoing COVID-19 pandemic; and

WHEREAS, pursuant to the provisions of Government Code section 8558(b), on January 4, 2023 the Governor of the State of California issued a "Proclamation of a State of Emergency" ("Governor's Proclamation") relating to severe winter storms and a series of atmospheric river systems that struck California, bringing high winds, substantial precipitation, and river, stream and urban flooding. The Governor's Proclamation declared that conditions of extreme peril to the safety of persons and property exist due to these storms; and

WHEREAS, the Director of Emergency Services has found that conditions of extreme peril to the safety of persons and property continue to exist within the City of Madera, caused by a series of extreme winter weather events that started on or about December 27, 2022; and

WHEREAS, these extreme winter storm events also referred to as "Atmospheric Rivers" produced large rainfall totals and wind, leading to localized flooding and storm surges within the City's critical infrastructure systems; and

WHEREAS, these extreme winter storm events have and may continue to cause damage to the City of Madera and other public and private facilities, including but not limited to roads, critical infrastructure, transportation corridors, and buildings, the extent of which has not been completely compiled; and

WHEREAS, strict compliance with certain Madera Municipal Code ("MMC") and other City regulations would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the severe winter storms, which issue cannot be timely addressed absent a declaration of emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the severe winter storms; and

WHEREAS, local resources have been and will continue to be deployed by the City of Madera to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Public Works, and Engineering services; and

WHEREAS, it has now been found that local resources will be unable to cope with the catastrophic effects of this emergency; and

WHEREAS, Section 3-2.04 of the Madera Municipal Code designates the City Manager as the

Director of Emergency Services for the City of Madera; and

WHEREAS, California Government Code Sections 8558 and 8630, et seq., and Section 3-2.04(A) of the Madera Municipal Code authorizes the Director of Emergency Services to proclaim the existence of a local emergency within the City of Madera when the City Council is not in session and the City of Madera is affected or likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of the City of Madera; and

WHEREAS, on January 27, 2023, the City Council was not in session, and the City's Director of Emergency Services declared a local emergency thereby activating the Emergency Operations Center; and

WHEREAS, pursuant to Government Code Section 8630 and MMC Section 3-2.04(A), a local emergency declared by the Director of Emergency Services shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the City Council; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff are of utmost importance to the City and additional future measures may be needed to protect the community. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the present storm-related state of emergency. The City may require additional assistance in the future, and proclamation of local emergency allows additional resources to flow to the City in a timely manner; and

WHEREAS, the Director of Emergency Services requests that the City Council continue the declaration of a state of local emergency for the City of Madera as impacts from the storm events are evaluated, repaired, and or mitigated; and

WHEREAS, after consideration of all facts reasonably available for review and all items, the City Council of the City of Madera now desires to continue the proclamation and reaffirm the existence of a state of emergency throughout the City to make additional resources available to address the disaster impacts of the above-described 2023 winter storms, ratify the proclamation of the Director of Emergency Services made on January 27, 2023, and affirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023 when Governor Newson declared the existence of a state of emergency for the State of California.

NOW, THEREFORE, be it resolved by the City Council of the City of Madera as follows:

1. Recitals. The above recitals true and correct and incorporated herein as findings by the City Council.

2. Proclamation of Local Emergency. The actual existence of conditions of extreme peril to the safety of persons and property have arisen within the City of Madera, caused by the effects of the above-described 2023 winter storms. The City Council, based upon the foregoing, now does proclaim, declare and affirm the continuing existence of a local emergency throughout the City.

3. Ratification. The aforementioned conditions of extreme peril warranted and necessitated the extension of the proclamation of the existence of a local emergency throughout the City of Madera

by the City's Director of Emergency Services on January 27, 2023. The City Council of the City of Madera does hereby ratify and affirm the need to continue the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services on January 27, 2023 (attached hereto and incorporated herein by reference).

4. Effective Date of Local Emergency. The City Council of the City of Madera does hereby extend and reaffirm the existence of a state of local emergency for the City of Madera as of the date of January 4, 2023, when the Governor of the State of California originally declared the existence of a state of emergency for the State of California, for the reasons articulated in the Governor's Proclamation of the existence of a state of emergency for the State of California on January 4, 2023, the reasons articulated herein, and for the reasons in the proclamation of a local emergency throughout the City of Madera by the City's Director of Emergency Services proclaimed on January 27, 2023.

5. Authority. During the existence of said local emergency, the powers, authority, functions and duties of the Director of Emergency Services and the City's emergency services organizations shall be those prescribed by state law, City ordinances, resolutions, and approved plans of the City in order to mitigate the effects of said local emergency. In this regard, the Council desires to make clear the powers, functions, and duties include:

a. As necessary for the public health, life, and property, entering into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the severe weather conditions. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, as well as any City procurement or related policy, are suspended to the extent reasonably necessary to address the effects of the severe weather conditions.

b. The Emergency Services Director is expressly authorized to assist with any lawful order, including the enforcement of an order issued by Governor's Proclamation.

c. The designation and authorization of Arnoldo Rodriguez, City Manager and Emergency Services Director, or his designee, as the Local Hazard Mitigation Coordinator of the City of Madera is reaffirmed, including for the purposes of i) assessing damage within the City of Madera and consulting with federal/state survey teams about hazard mitigation actions; and ii) authorized representative for individual assistance of the City of Madera for purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance

6. Duration. Per Government Code Section 8630, this ratification of the proclamation of local emergency shall expire in sixty (60) days unless extended by the City Council. At the direction of the Emergency Services Director, City Staff are directed to return this item for Council review of the need for continuing the local emergency prior to the expiration of the sixty (60) days period.

7. Notice to Agencies. In accordance to the California Disaster Assistance Act and the Stafford Act, the Emergency Services Director is authorized to send a copy of this ratification of a proclamation of local emergency be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be

made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs. A copy of this Resolution shall be forwarded to the Madera County Office of Emergency Services.

8. Severability. If any subsection, sentence, clause, phrase, or word of this Resolution or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Resolution.

9. Effective Date of Resolution. This Resolution shall be effective immediately upon passage and adoption. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

10. Publication. This Resolution and its contents will be published and promulgated in as widespread a manner as is reasonably feasible under the conditions prevailing during this local emergency.

****

REPORT TO CITY COUNCIL

Approved by:

_____

Will Tackett, Community Development Director

_____

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: B-14

SUBJECT:

Second Reading and adoption of the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes

RECOMMENDATION:

Waive the full reading and adopt an Ordinance of the City Council of the City of Madera adopting the 2022 California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes, including Appendix P of the California Building Code and Appendix Z of the California Residential Code, by repealing Chapter 1 of Title IX, and adding Chapter 1 of Title IX of the Madera Municipal Code Ordinance, with the associated CEQA findings

SUMMARY:

This is the second reading for this ordinance which was introduced after a public hearing held by the Council on April 19, 2023. Every three years, the California Building Standards Commission ("Commission") reviews and modifies the California Building Codes, which consist of the California Building, Plumbing, Mechanical, Electrical, Fire, Residential, Energy, and Green Building Standards Codes. The 2022 editions were published July 1, 2022, and local jurisdictions have 180 days in which to adopt the 2022 edition of the Codes. The proposed ordinance would update the Municipal Code to specifically incorporate these Codes to help ensure the community's safety.

DISCUSSION:

The 2022 California Building Standards Code adopts the 2022 Codes, which incorporate by reference necessary California amendments to the 2021 International Building Code, 2020 National Electrical Code, 2020 Uniform Mechanical Code, 2020 Uniform Plumbing Code, and 2021 International Residential Code, and is mandated by the California Building Standards Commission for statewide adoption and enforcement. The City of Madera has the authority to make necessary modifications to the Codes.

The following California codes go into effect on January 1, 2023:

- Building Standards Administrative Rules
- Building Code
- Residential Building Code
- Electrical Code
- Mechanical Code
- Plumbing Code
- Energy Code
- Green Building Code
- Referenced Standards Code
- Historical Building Code
- Existing Building Code

Adopting the 2022 California Building Codes ensures compliance with existing standards adopted by the State. Local amendments are limited to those determined to be essential to administer responsibilities in daily operations effectively and to maintain previous amendments approved by Council.

Appendices to the respective State codes are not mandatory unless specifically referenced in the adopting ordinance.

Appendix P of The California Building Code, proposed for local adoption, is applicable to emergency housing and emergency housing facilities. Appendix P includes provisions for use of emergency sleeping cabins, emergency transportable housing units, membrane structures and tents constructed and/or assembled in accordance with the appendix to be occupied only during declaration of state of emergency, local emergency or shelter crisis. Buildings and structures constructed in accordance with the California Building Standards Code, used as emergency housing, shall be permitted to be permanently occupied. Additionally, Appendix P includes provisions allowing existing residential and nonresidential buildings or structures to be permitted to be used as emergency housing and emergency housing facilities provided such buildings or structures comply with the building code provisions and/or other regulations in effect at the time of original construction and/or alteration. Existing buildings or structures used as emergency housing shall not become or continue to be substandard buildings, as determined by the enforcing agency.

Appendix Z of the Residential Building Code, proposed for local adoption, is also applicable to emergency housing and emergency housing facilities. These provisions match identically to those provisions included in Appendix P of the California Building Code.

Finally, the adoption of these codes is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment.

FINANCIAL IMPACT:

None.

ACTIONS FOLLOWING APPROVAL:

If necessary, the City Clerk and Building Official will cause the local amendments and findings to be refiled with the California Building Standards Commission.

ALTERNATIVES:

Local jurisdictions are required to adopt the California Building Standards Code within 180 days after Title 24 of the California Code of Regulations (CCR) is published.

As an alternative to staff's recommendation, the Council may elect to adopt the California Building Standards Codes with local amendments deemed necessary to address local climatic, geological, topographical, or environmental conditions for CALGreen; and/or, without inclusion of the staff recommended appendices; and/or, with inclusion of additional appendices.

ATTACHMENTS:

1. Proposed Ordinance adopting 2022 California Building Standards Codes.

ATTACHMENT 1

Proposed Ordinance Adopting 2022 California Building Standards Codes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE 2022 CALIFORNIA BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, RESIDENTIAL, ENERGY, AND GREEN BUILDING STANDARDS CODES, INCLUDING APPENDIX P OF THE CALIFORNIA BUILDING CODE AND APPENDIX Z OF THE CALIFORNIA RESIDENTIAL CODE, BY REPEALING CHAPTER 1 OF TITLE IX, AND ADDING CHAPTER 1 OF TITLE IX OF THE MADERA MUNICIPAL CODE

WHEREAS, the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

WHEREAS, every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24), which cities and counties are then mandated to adopt; and

WHEREAS, local governments or jurisdictions can modify the code to add more restrictive provisions based on their specific local geologic, climatic, and topographic conditions to protect their communities; and

WHEREAS, the City provided notice of the City Council hearing as required by law; and

WHEREAS, the City Council now desires to adopt the codes as set forth herein.

NOW THEREFORE, the City Council of the City of Madera ordains as follows:

SECTION 1. Chapter 1 (Building Regulations) of Title IX of the Madera Municipal Code is repealed in its entirety.

SECTION 2. Title IX of the Madera Municipal Code is amended to add Chapter 1 (Building Regulations) as follows:

9-1.01 Adoption of Building Regulations

Pursuant to Cal. Gov't Code § 50022.1 through 50022.6, the texts of those certain publications of the International Code Council, and the National Fire Protection Association, together with parts of the appendices thereto, the 2022 California Building Code, based on the 2021 International Building Code, the 2022 California Mechanical Code, based on the 2021 Uniform Mechanical Code, the 2022 California Fire Code, based on the 2022 International Fire Code, the 2022 California Plumbing Code, based on the 2022 Uniform Plumbing Code, the 2022 California Residential Code based on the 2021 International Residential Code, the 2022 California Electrical Code, based on the 2020 National Electrical Code, the 2022 California Energy Code, the 2022 California Existing Building Code based on

the 2021 International Existing Building Code, the 2022 California Green Building Standards, (CALGreen) Code, as published by the California Building Standards Commission, are all hereby adopted as the rules, regulations and standards within this city as to all matters therein contained except as otherwise provided by this chapter. The applicable requirements of the adopted appendices to such codes shall be enforceable to the same extent as if contained in the body of such code of said regulations as the equivalent to a referenced standard. One copy of said regulations are and shall be at all times kept on file with the office of the chief enforcement officer (Building Official) in accordance with Government Code Section 50022.6.

Notwithstanding the forgoing, including Section 109.2 of Division II Scope and Administration, of the California Building Code 2022 edition, fees for permits, plan review, investigation, and re-inspection shall be as follows:

(A) Permit Fees. The fee for each permit shall be set forth in the fee schedule established by resolution of the City Council. The determination of value or valuation under any of the provisions of this code shall be made by the Building Official, who is the Director of the Department of Building and Safety for the city, or the designee of the Director of Building and Safety. The value to be used in computing the building permit and building plan review shall be the total value of all construction work for which the permit is issued, as well as all finished work, painting, roofing. electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment whether donated, purchased or provided by self.

(B) Plan Review Fees. When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be set forth in the fee schedule established by resolution of the City Council. The plan review fees specified in this subsection are separate fees from the permit fees specified above and are in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged as set forth in the fee schedule established by resolution of the City Council.

(C) Investigation Fees. An investigation fee in addition to the permit fee shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be set forth in the fee schedule established by resolution of the City Council. The payment of such investigation fee shall not exempt any person from compliance with all other provision of this code, nor from any penalty prescribed by law.

(D) Re-inspection Fees. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed

when the inspection record card is not posted or otherwise available to the inspector, for failure to provide access on the date for this inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a re-inspection, the applicant shall file an application therefor in writing on a form furnished for that purpose and pay the re-inspection fee as set forth in the fees schedule established by resolution of the City Council. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

9-1.02 Adoption of California Building Code

For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area, and maintenance of buildings and structures in the City, the 2022 California Building Code (CBC), excluding Chapter 29 Plumbing systems, and including Appendix P Emergency Housing, as promulgated by the California Building Standards Commission which incorporates the 2021 edition of the International Building Code with California amendments, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.03 Adoption of the California Plumbing Code.

For the purpose of regulating plumbing systems, the 2022 California Plumbing Code (CPC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the Uniform Plumbing Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.04 Adoption of California Mechanical Code.

For the purpose of regulating mechanical systems, the 2022 California Mechanical Code (CMC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the Uniform Mechanical Code, excluding Table 104.5, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except for portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts

between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.05 Adoption of California Electrical Code.

For the purpose of regulating electrical systems, the 2022 California Electrical Code (CEC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2020 edition of the National Electrical Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.06 Adoption of California Fire Code.

For the purpose of regulating fire protection systems, the 2022 California Fire Code (CFC) promulgated by the California Building Standards Commission, which incorporates the adoption of the 2021 edition of the International Fire Code, is hereby adopted by reference thereto as if fully set forth in this Chapter, save and except such portions as are deleted, modified, or amended by the provisions of this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.07 [Reserved]

9-1.08 [Reserved]

9-1.09 Adoption of the California Residential Code.

For the purpose of regulating one and two-family dwellings, the 2022 California Residential Code (CRC) promulgated by the California Building Standards Commission, and including Appendix Z Emergency Housing, which incorporates the adoption of the 2021 edition of the International Residential Code, is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.10 Adoption of the California Energy Code.

For the purpose of regulating energy conservation standards for all residential and non-residential buildings, the 2022 California Energy Code promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

9-1.11 Adoption of the California Green Building Standards Code.

For the purpose of regulating residential and non-residential buildings, the 2022 California Green Building Standards Code (CALGreen Code) promulgated by the California Building Standards Commission is hereby adopted by reference thereto as if fully set forth in this Chapter. Any changes made by the California Building Standards Commission applicable to the City, including new editions, shall be deemed incorporated herein. If any conflicts between this Code and any other City, State or Federal Code should arise, the most restrictive Code providing the highest level of safety as determined by the Building Official shall prevail.

SECTION 3. CEQA. The City Council finds that the update of the Madera City Municipal Code is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2023, all portions of the 2022 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; and ii) no local amendments are being proposed to said regulations which would result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA.

SECTION 4. Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Madera hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact any one or more sections, subsections, clauses, or phrases be declared invalid.

SECTION 5. Effective Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. Posting. Within fifteen (15) days after its adoption, the City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted once in a newspaper of general circulation in accordance with Government Code Section 36933 as required by law.

* * *

REPORT TO CITY COUNCIL

Approved by:

_____
Will Tackett, Community Development Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: May 3, 2023

Agenda Number: C-1

SUBJECT:

Rezone Property Located on 308 N. C Street (REZ 2023-01)

RECOMMENDATION:

The Planning Commission and staff recommend the City Council hold a public hearing, make the necessary findings, and take actions as follows:

1. Waive full reading and introduce an Ordinance adopting a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and rezoning the approximately 0.17 acres of property located at 308 N. C Street (APN: 007-081-014) from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district.

SUMMARY:

Rezone Application No. REZ 2023-01 requests authorization to rezone approximately 0.17 acres of property (the subject property) located at 308 N. C Street from the C1 (Light Commercial) zone district to the R1 (Residential, one unit for each 6,000 square feet) zone district. The subject property is located along the southwesterly side of North C Street between East 3rd and East 4th Streets. The rezone from the C1 zone district to the R1 zone district is consistent with the Low Density Residential General Plan land use designation pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan.

The project was reviewed and considered by the Planning Commission (Commission) at the regularly scheduled meeting held on April 11, 2023. There were no public comments at the Commission meeting and the applicant agreed with the terms presented. The Commission adopted Resolution No. 1953 recommending the Council adopt a Finding of Exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and approve Rezone Application No. REZ 2023-01.

DISCUSSION:

No development is proposed on the subject property at this time. The subject property is designated for Low Density Residential (2.1-7 units per acre) land uses by the General Plan. Rezoning to the R1 zone district is consistent with the Low Density Residential General Plan land use designation pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan.

The Low Density Residential category represents the traditional single-family neighborhood with a majority of single-family detached homes. This is the pre-dominant land use category of the City's residential areas and the city block in which the subject property is located.

Abutting properties are developed within single family residences and properties adjacent and across the street include single family homes and a residential condominium development (Victorian Village).

The rezone is consistent with the General Plan goals and policies, including Policy LU-32, which states zoning shall be consistent with General Plan land use designations. The rezone is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare. The proposed Rezone will permit future development on the subject property at an intensity consistent with the General Plan and in accordance with the allowable uses and development standards of the R1 residential zone district.

CALIFORNIA ENVIROMENTAL QUALITY ACT (CEQA) REVIEW:

A preliminary environmental assessment was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA). The Planning Commission has recommended the City Council find and determine that the project is exempt under CEQA Guidelines Section 15061(b)(3) (Common Sense). The project site is adequately served by all required utilities and the proposed rezoning of the subject property consistent with the General Plan land use designation does not have a reasonable possibility of resulting in any significant effects relating to traffic, noise, air, air quality, or water quality. Future projects, which may be proposed for the subject property, will be evaluated in accordance with the provisions of CEQA upon submittal to the City of Madera. Given there is not a reasonable possibility that the project may have a significant, adverse effect on the environment, this project is exempt under CEQA Guidelines section 15061(b)(3).

FINANCIAL IMPACT:

The applicant submitted entitlement fees to offset the costs associated with processing the rezone application in accordance with the City of Madera's adopted Master Fee Schedule. Additional fees will be required from the Planning and/or Building Departments in conjunction with any future proposed development.

ALTERNATIVES:

As an alternative, the Council may elect to:

1. Deny the request to rezone. Should the request be denied, the project site would remain with the current zoning district of Light Commercial.
2. Continue the item for further consideration or with direction to staff to provide additional information for further consideration in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

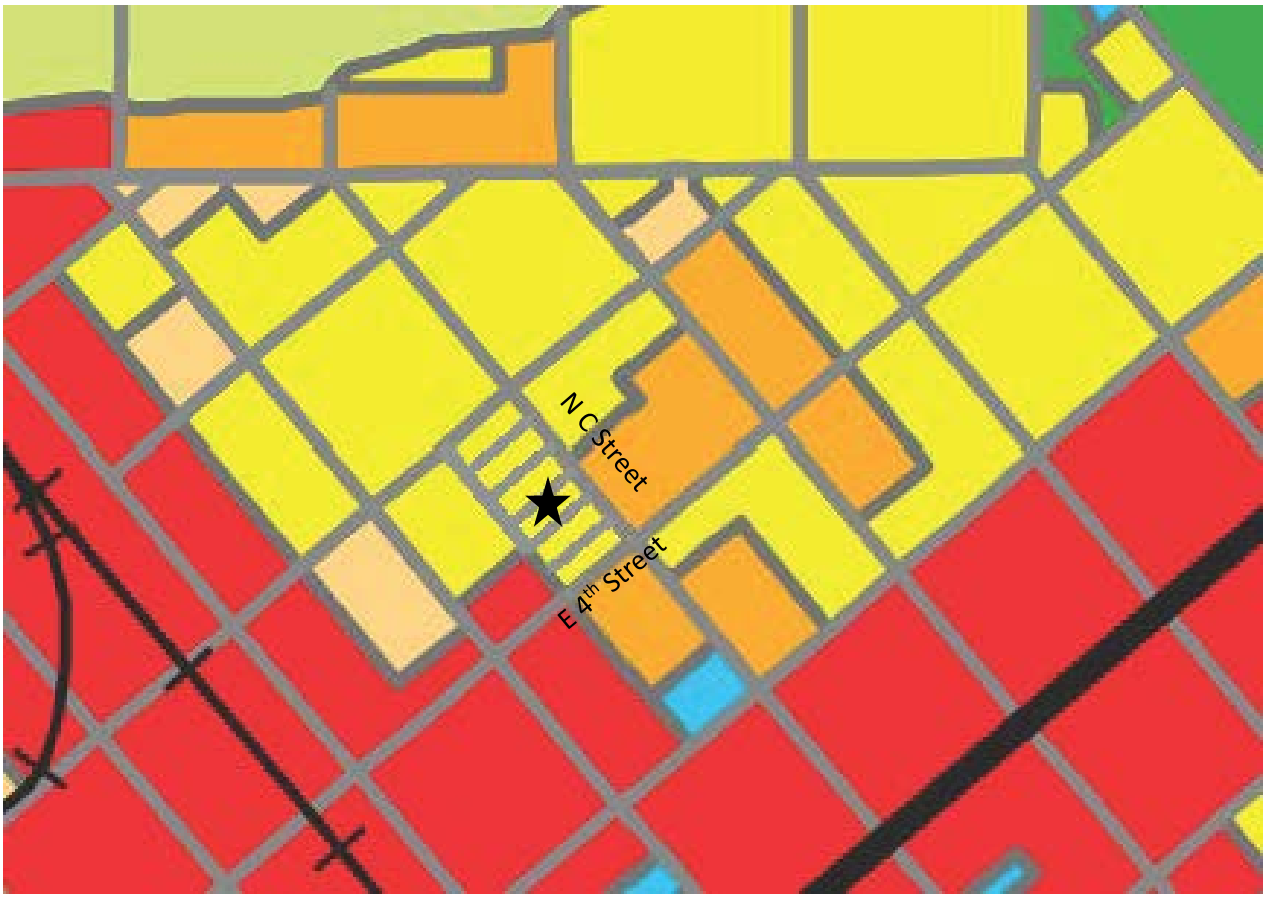
1. Aerial View
2. General Plan Land Use Map
3. Planning Commission Resolution No. 1953
4. Ordinance of the City Council (REZ 2023-01)

ATTACHMENT 1
Aerial View

Aerial View


E 3rd St
Barriga's Income Tax Services
N D St
E 4th St
Exquisite
Gloria T Caballero Bookkeeping

ATTACHMENT 2
General Plan Land Use Map



General Plan
Land Use Designations

- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential

★ Proposed Site (Low Density Residential)

ATTACHMENT 3
Planning Commission Resolution No. 1953

RESOLUTION NO. 1953

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING THE CITY COUNCIL OF THE CITY OF MADERA APPROVE AN EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061 (COMMON SENSE EXEMPTION) AND REZONE 2023-01 (308 NORTH C STREET)

WHEREAS, REZ 2023-01 proposes to rezone a 0.17 acre parcel (Assessor Parcel Number (APN) 007-081-14) ("site") from C1 (Light Commercial) to R1 (One unit for each 6,000 square feet of site area) as shown in Exhibit "A"; and

WHEREAS, Alejandro Reyes ("Owner") owns the site located on 308 North C Street, Madera, California; and

WHEREAS, Delfino Reyes is the "Applicant" of the project Rezone 2023-01 (REZ 2023-01); and

WHEREAS, the site's General Plan land use designation is LD (Low Density Residential); and

WHEREAS, C1 (Light Commercial) is inconsistent with the LD (Low Density Residential) General Plan Land Use designation; and

WHEREAS, the proposed rezoning (REZ 2023-01) will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be Exempt under Section 15061(b)(3) (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, under the City's Municipal Code and State Planning and Zoning Law, the Planning Commission (Commission) is authorized to review and make recommendations to the City Council (Council) for rezones and environmental assessments for associated projects on behalf of the City; and

WHEREAS, the City provided notice of the Commission hearing as required by law; and

WHEREAS, the Commission received and reviewed REZ 2023-01 at a duly noticed meeting on April 11, 2023; and

WHEREAS, at the April 11, 2023, Commission hearing, the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Commission; and

WHEREAS, after due consideration of all the items before it, the Commission now desires to adopt this Resolution recommending to the Council to adopt a resolution approving an Exemption for the project pursuant to CEQA, and approving REZ 2023-01.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Madera as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein.

2. CEQA Recommendation: A preliminary environmental assessment was prepared in accordance with the California Environmental Quality Act. The Planning Commission recommends the Council find and determine the project is exempt under CEQA Guidelines Section 15061(b)(3) (Common

Sense Exemption). The project is exempt as the project proposes no physical development and the purpose of the proposed rezone is to make the zoning consistent with the General Plan, which was previously environmentally assessed. The project site is served by all required utilities and public utilities. The approval of this project does not have a reasonable possibility of resulting in any significant effects relating to traffic, noise, air, air quality, or water quality. Given there is not a reasonable possibility that the project may have a significant, adverse effect on the environment, this project is exempt under CEQA Guidelines section 15061(b)(3).

3. Recommendation of City Council Approval of REZ 2023-01: The Planning Commission finds and recommends the City Council find that REZ 2023-01: i) is consistent with the General Plan goals and policies, including Policy LU-32, which states zoning shall be consistent with General Plan land use designations; and ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience, and general welfare. The Planning Commission recommends the City Council approve REZ 2023-01 rezoning the parcel at 301 North C Street from C1 (Light Commercial) to R1 (One unit for each 6,000 square feet of site area) as shown in Exhibit "A."

4. Effective Date: This Resolution shall become effective immediately. The Secretary of the Commission shall certify the adoption of the Resolution and shall transmit copies of the same to the Council of the City of Madera.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 11th day of April 2023, by the following vote:

AYES: Commissioner's Rohi Zacharia, Bobby Shiekh, Balwder Singh, Saim Mohammad, Jose Eduardo Chavez, Chairperson Robert Gran Jr., Vice-Chair Ramon Lopez

NOES: None

ABSTENTIONS: None

ABSENT: None

Robert Gran Jr.
Planning Commission Chairperson

Attest:

Will Tackett Community Development Director for Gary Conte
Gary Conte, AICP Planning Manager

"Exhibit A" Existing and Proposed Zone

Exhibit A: Existing Zone

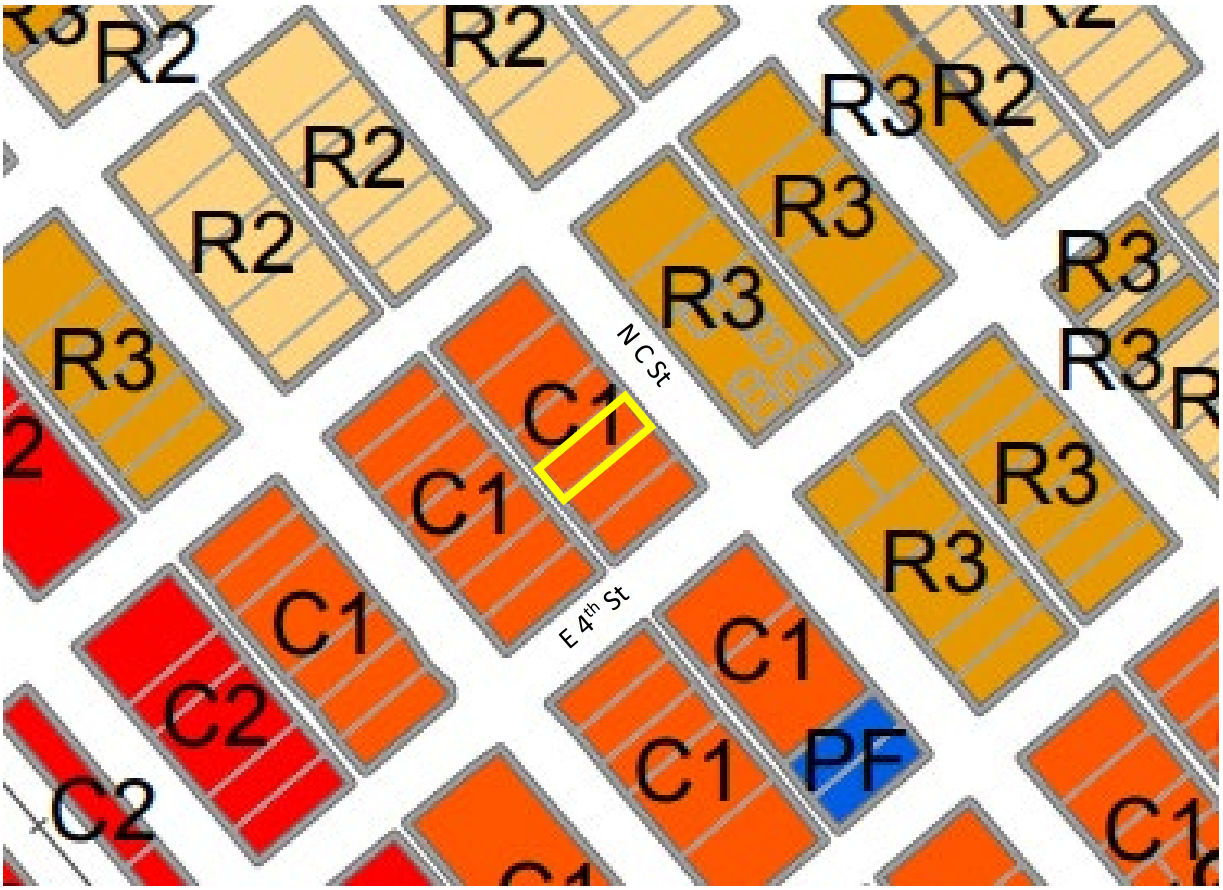
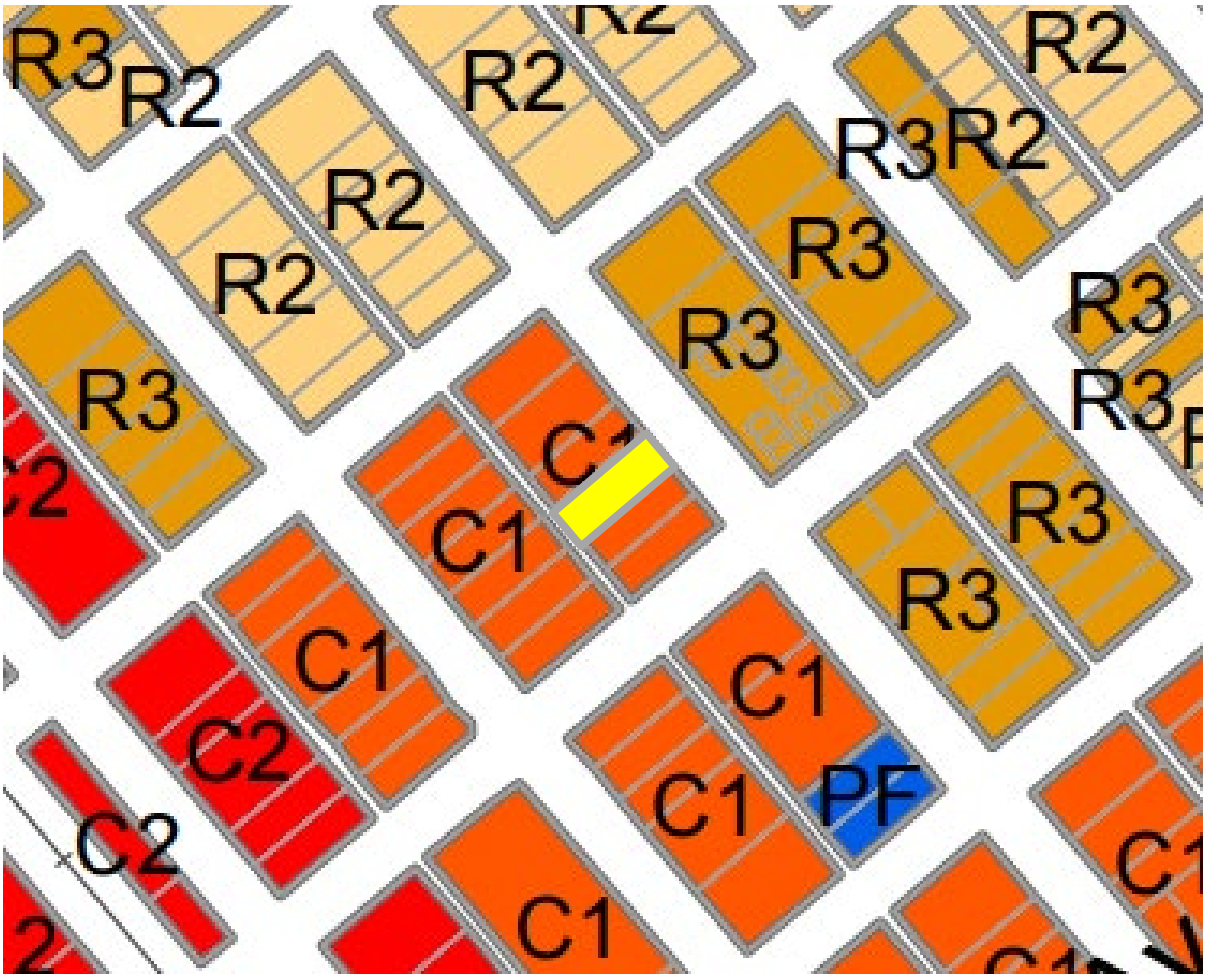


Exhibit A: Proposed Zone



- C1 - Light Commercial
- C2 - Heavy Commercial
- RA - (One unit per each 12,000 square feet)
- R1 - (One unit per each 6,000 square feet)
- R2 - (One unit per each 3,000 square feet)
- R3 - (One unit per each 1,800 square feet)

ATTACHMENT 4
Ordinance of the City Council (REZ 2023-01)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.17 ACRES OF PROPERTY LOCATED AT 308 NORTH C STREET (APN: 007-081-014) FROM THE C1 (LIGHT COMMERICAL) TO THE R1 (RESIDENTIAL, ONE UNIT FOR EACH 6,000 SQAURE FEET) ZONE DISTRICT

WHEREAS, Alejandro Reyes ("Owner") owns the property located on 308 North C Street (APN: 007-081-014) in Madera, California ("Subject Property"); and

WHEREAS, Delfino Reyes, as authorized agent on behalf of the Owner ("Applicant"), submitted Rezone Application REZ 2023-01 to the City of Madera (City) to rezone the approximately 0.17 acre Subject Property located at 308 North C Street (APN: 007-081-014 on the southwesterly side of North C Street between East 3rd and East 4th Streets; and

WHEREAS, the proposed rezoning (REZ 2023-01) of the Subject Property to the R1 (Residential, one unit for each 6,00 square feet) zone district is consistent with the Low Density Residential General Plan land use designation for the Subject Property pursuant to Table LU-A: General Plan/Zoning Consistency of the General Plan; and

WHEREAS, the City performed a preliminary environmental assessment and determined the project to be Exempt pursuant to Section 15061(b)(3) (Common Sense Exemption) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the Planning Commission received and reviewed application REZ 2023-01 at a duly noticed meeting on April 11, 2023, wherein the public was provided an opportunity to comment, and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, after its hearing, the Planning Commission adopted Resolution No. 1953 recommending the City Council adopt the environmental finding and approve Rezone REZ 2023-01;

WHEREAS, under the City's Municipal Code, the City Council is authorized to review and approve rezones on the behalf of the City; and

WHEREAS, the City provided notice of the City Council hearing as required by law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. Public Hearing. The City Council received the submittals from the Planning Commission and held a duly noticed public hearing on May 3, 2023, on the rezoning of the Subject Property shown in Exhibit "A" attached hereto and incorporated by reference.

SECTION 3. Findings. Based upon the record before it at the public hearing, the City Council determines the adoption of the proposed rezoning ordinance as recommended by the Planning Commission is in the best interest of the City of Madera. The City Council finds Rezone REZ 2023-01 is consistent with the City's Zoning Ordinance to promote the growth of the City in an orderly and sustainable manner and to ensure consistency with the City General Plan. The City Council hereby makes the following findings:

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

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

SECTION 4. Approval of Rezone. The City Council hereby approves Rezone REZ 2023-01 and hereby amends the City of Madera Zoning Map as provided for in Chapter 3 of Title X of the Madera Municipal Code from the C1 (light commercial) zone district to R1 (Residential – One Unit for Each 6,000 Square Feet) zone district as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 5. Effective Date of Rezone. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 6. Effect Date of Ordinance. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

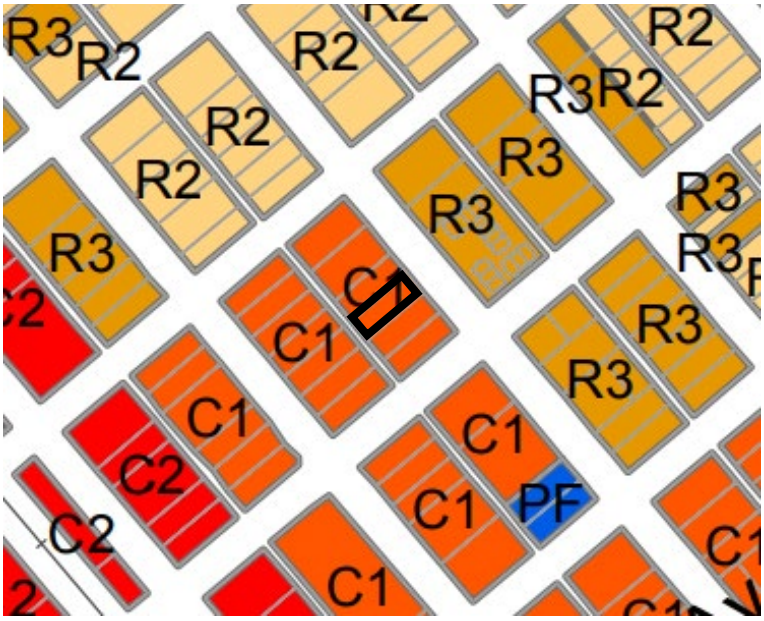
SECTION 7. Posting. The City Clerk shall certify the passage and adoption of this Ordinance by the City Council of the City of Madera and shall cause this Ordinance to be published or posted in accordance with Government Code Section 36933 as required by law.

* * * * *

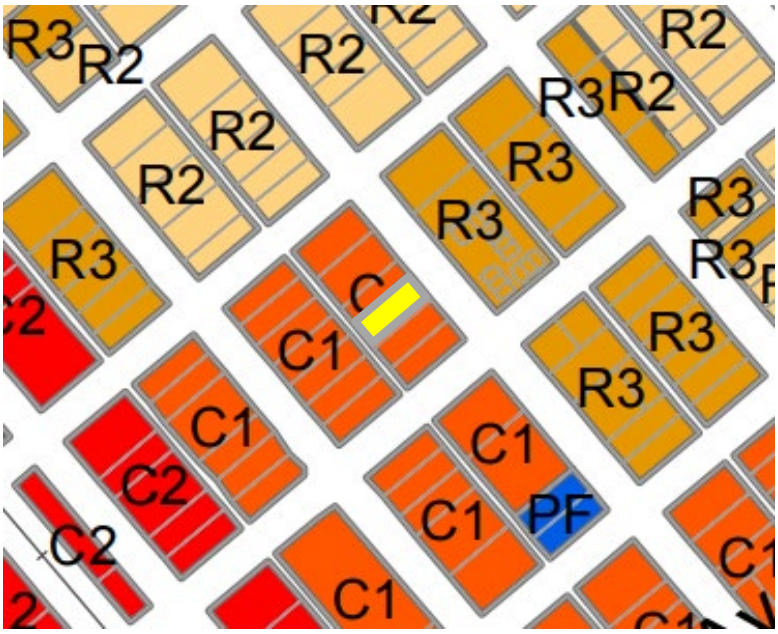
Exhibit "A" – Existing and Proposed Zoning Maps

Exhibit A: Existing and Proposed Zoning Maps

Existing Zoning: C1 (Light Commercial)



Proposed Zoning: R1 (Residential, one unit for each 6,000 square feet)



REPORT TO CITY COUNCIL

Approved by:

Ismael Hernandez

Ismael Hernandez, Director of Public Works

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 3,2023

Agenda Number: D-1

SUBJECT:

Agreement with EagleShield Pest Control for pest control services

RECOMMENDATION:

Adopt a resolution approving an agreement with EagleShield Pest Control to provide pest control services to the City for a base cost of $12,373 per year for two years

SUMMARY:

The City's existing contract for pest control services sunsets on May 20, 2023. As a result, the City issued a Request for Proposal (RFP), No. 202223-13, soliciting bids to provide pest control services on February 25, 2023. The RFP was posted on the City's website and PlanetBids, published in the Madera Tribune and emailed to 14 vendors in Madera.

Five bids were received; one was found to be non-responsive for failure to include all items requested in the RFP. An evaluation was conducted by a review committee of the four remaining responsive and responsible bids. The review committee recommends the selection of EagleShield Pest Control.

It is noted that pest control services would be for the following City facilities:

- City Hall
- Public Works Administration
- Wells Center
- Engineering Office
- Police department
- Intermodal
- Frank Bergon Senior Center
- Millview Community Center
- Millview Park
- Engineering Trailer
- Rotary Youth Hut
- Fire Station #56
- Fire Station #57
- Fire station #58

- Pan-American Community Center
- Water Well sites (20 Locations)
- Centennial Park Pool Complex
- Madera Transit Center
- Municipal Airport Administration Building
- Wastewater Treatment Plant (Main building and shop building next to main building)
- Town & Country Park, Amphitheater
- Town & Country Park, Field 7 Concession Stand, Restrooms
- Town & Country Park, Field 1 and 2 Concession Stands
- Parks Office Structure adjacent to Public Works 1030 Gateway Drive (west of parking lot)

With the exception of the water well sites which will be serviced on a semiannual basis and as needed, the exterior of all buildings listed will be serviced on a monthly basis. The interior of the three fire stations and the Madera Transit Center will be serviced monthly. The interior of all other buildings will be serviced on an as needed basis.

DISCUSSION:

The previous service agreement for pest control services with Tech Master Pest Management issued in 2020 will expire on May 20, 2023.

A competitive pest control service RFP was released from February 25, 2023 through March 24, 2023. The RFP was advertised in the Madera Tribune, posted on the City Website, and uploaded to the City's online bidding platform, PlanetBids, on February 25, 2023 where it notified 15 vendors within their system. In an effort to reach local vendors, staff also notified the 14 vendors that are City business license holders that provide pest control services. Vendors were allowed to visit all sites and advised of any specific requirements or restrictions for the various sites listed in the RFP. An evaluation by a review committee was conducted of the four responsive and responsible bids. The table below shows the list of the four submittals evaluated.

Table 1: *Bids Reviewed*
Advanced IPM
EagleShield Pest Control
PestMaster
Tech Master Pest Management

Evaluation scores were computed based on a weighted formula. The evaluation criteria are outlined in Table 2.

Table 2: *Evaluation Criteria and Maximum Evaluation Score*	
Criteria	Max. Evaluation Score
Completeness of Response	Pass/Fail
Qualifications & Experience	35

Work Plan	15
References	30
Cost Proposal	20
Subtotal	**100**

Table 3: *Evaluation Scores*		
Firm	Evaluation Ranking	Overall Weighted Score
Advanced IPM	2	397.96
EagleShield Pest Control	**1**	**440.59**
PestMaster	3	397.52
Tech Master Pest Management	4	396.67

The term of the agreement is two (2) years, with an option to extend the agreement for three (3) additional years. The list of locations, monthly costs, and year are in the agreement. All prices are to remain firm for a minimum of two years. The City will have to pay for additional non-routine services.

FINANCIAL IMPACT:

This agreement is for a fixed dollar amount for each item furnished to the City with no built-in increases over the agreement's two (2) year term. The annual base cost of this agreement will be $12,373. According to the RFP, the City may ask the vendor to perform additional work but vendor must first provide a written quote for proposed work and must receive written authorization from the City. EagleShield Pest Control was the second lowest bidder but when evaluating other criteria of the review process such as Qualifications & Experience, Work Plan and References, EagleShield Pest Control was chosen as the best choice for the City. This agreement will be financed by money set aside in the individual departmental budgets.

ALTERNATIVES:

Potential Council alternatives include:

- Not approve the proposed Agreement
- Direct staff to re-release RFP for pest control services

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with EagleShield Pest Control

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH EAGLESHIELD PEST CONTROL

WHEREAS, the City of Madera("City") has a need to secure pest control services from a qualified professional; and

WHEREAS, the City issued a Request for Proposals (RFP) for pest control services on February 5,2023; and

WHEREAS, the City posted the RFP to the City's website and PlanetBids where the platform notified 15 vendors, published in the Madera Tribune and emailed to 14 vendors in Madera ; and

WHEREAS, the City received 4 responsive and responsible bids in response to the RFP; and

WHEREAS, EagleShield Pest Control, has been identified as the best qualified contractor by a City review board to provide services under this Pest Control Services Agreement; and

WHEREAS, an agreement has been prepared between the City and EagleShield Pest Control.

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

1. The above recitals are true and correct.
2. The City Council approves the Agreement with EagleShield Pest Control, which is attached hereto as Exhibit 1.
3. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
EagleShield Pest Control

This Services Agreement, (hereinafter referred to as the "Agreement"), effective May 3, 2023 , is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and EagleShield Pest Control, (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Pest Control Services ("Services") and issued a Request for Proposals for said Services.

B. Vendor is a firm specializing in Pest Control Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Vendor to provide said Services, as detailed further herein.

D. City desires to retain Vendor, and Vendor 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 Vendor agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be for a three-year period effective from the date first set forth above and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.

2. **Scope of Work.** Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference.

2.1. Vendor acknowledges and agrees that any Services he/she/they provides to City shall be on a non-exclusive basis.

2.2. The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City

Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3. Vendor represents and warrants that he/she/they is qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

3. Compensation. City shall pay Vendor as follows:

3.1. Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2. Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month.

4. Termination. Remedies and Force Majeure.

4.1. This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor or by Vendor to City.

4.2. In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.

4.4. Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

5.1. Indemnification and Defense. Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments,

or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or

physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1. Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor shall have no authority to bind the City absent City's express written consent. Except to

the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4^{th}) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor 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, Vendor shall not assign the payment of any monies due Vendor 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 Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, 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.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce 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 attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:

City of Madera
Attn: Arnoldo Rodriguez
205 W. 4th Street
Madera, CA 93637
Phone: 559-661-5400
Email: arodriguez@madera.gov

VENDOR:

Brent Kendrick, General Manager
EagleShield Pest Control
2974 Phillip Ave.
Clovis, CA 93612
Phone: 559-840-7035
Email: brentk@eagleshieldpc.com

IN WITNESS WHEREOF, the parties have executed this Agreement at Madera, California, the day, and year first above written.

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia
Mayor

Date: _____

ATTEST:

By: _____
Alicia Gonzales
City Clerk

APPROVED AS TO FORM

By: _____
Hilda Cantú Montoy, City Attorney

EagleShield Pest Control

By: _____
Brent Kendrick
General Manager

Date: _____

Date: _____

Exhibits:
Exhibit A - Scope of Work
Exhibit B - Schedule of Compensation
Exhibit B - Insurance Requirements
Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

Jennifer Stickman, Procurement Services Manager
Finance Department- City of Madera
205 W. 4th Street
Madera, Ca. 93637

March 23rd, 2023

RE: REQUEST FOR PROPOSAL NO. 202223-13

I would like to thank you for considering EagleShield Pest Control as a vendor. I know your time is valuable, but I would like to briefly give you a description of our company and the services we provide. EagleShield Pest Control Inc. is a locally owned and operated company willing and ready to handle all your pest control needs. Our branch office is in Clovis, CA, with other branch offices in southern and northern California. EagleShield Pest Control has serviced the State of California for over 10 years with experience in: property management, food processing plants, school districts, government contracts, industrial properties, residential properties, and much more.

We can control, remove, exclude, or exterminate the following:

- Roaches
- Ants
- Spiders
- Rodents/trapping/baiting/etc.
- Birds
- Gophers/Squirrels
- Fleas
- Ticks
- Termites
- Bedbugs
- Carpet Beetles
- Silverfish
- Bees and Wasps
- Wildlife
- And More

We also do a variety of Exclusion and Cleanout Options:

- Bat Guano
- Screen Replacement
- Rat Droppings
- Insulation Removal
- Solar Panels
- Eave Nesting Areas
- Tree Trimming
- Netting
- Bird Feces
- Wildlife Barrier
- Sanitation
- Deodorization

We are confident that given the opportunity you will be very pleased with our knowledge, customer service, and promptness. We look forward to proving that to you. Should you or anyone else have any questions, please don't hesitate to contact us. Also, below are phone numbers for the IPM coordinators at some of the school districts/daycares and government facilities we currently service. We encourage you to contact them with any questions about us and our services. Thank you!

Brent Kendrick
General Manager

Pests will be managed to:

- Reduce any potential human health hazard or to protect against a significant threat to public safety.
- Prevent loss or damage to City of Madera resources, structures, or property.
- Prevent pests and rodents from spreading to the community, or plant and animal populations beyond the city sites.
- Enhance the quality of life for students, staff, employees and others.

The level of pest control and the method of pest management to be considered are as follows:

- Non-Chemical prevention of pest populations using methods such as sanitation, exclusion, and cultural methods.
- Application of pesticides only "as needed" to correct verified problems.
- Selection of the least hazardous methods and materials that are effective for the control of targeted pests.
- Precision targeting of pesticides to areas not contacted or accessible to the children, faculty, and staff.

A. Non-Chemical Techniques

1. **Glue boards:** Will be used to trap crawling insects and rodents for the dual purpose of monitoring and control. They will be positioned in areas most likely to be frequented by pests yet placed so as not to interfere with operations.
2. **Pheromone traps:** May be deployed as needed and defined by the scope of service agreement to monitor insect populations.
3. **Mechanical traps:** May be used as needed to monitor and/or control rodents.
4. **UV light traps:** May be used to trap and monitor various flying insects. These traps will be checked monthly and serviced as needed according to the scope of the service agreement.
5. **Vacuums:** May be used as needed to remove insects and any debris that might serve as an insect food source.
6. **Foam Sealant:** May be used to close openings that can be used by pests.

B. Chemical Techniques

1. **Pesticides:** If needed, will be applied in accordance with individual product label instructions and only when non-chemical methods have been ineffective or are inappropriate. Copies of each product label and SDS will be provided upon request.
2. **Rodenticides:** Will be used in enclosed and tamper-resistant bait stations on exterior locations of the facility, such as the building perimeter and fence line.

Section E: *Understanding of Project*

We believe that we are familiar with the scope of this project through making ourselves familiar with this RFP and from experience with other city/government facilities. With that understanding we would implement the following procedures based on the needs of this RFP:

Administering an IPM Plan

Our IPM plan will be administered to address the following:

1. *Indoor populations of rodents and insects.*
2. *Outdoor populations of potentially indoor-infesting species that are within twenty (20) feet of the exterior building walls.*
3. *Installation and monitoring of Pest Monitoring Devices within building spaces.*

Scope of Work

We have a clear understanding of the scope of work that the City of Madera is requesting of an IPM company such as ours. In the general scope of work the following work would be included in our scope of work:

A. *IPM services at all sites proposed sites.*
B. *Residual pest management services, installation and monitoring of all pest monitoring devices, and suppression of all pests as stated within this proposal.*
C. *Development of IPM plan for all proposed sites and provide electronic record keeping.*
D. *Documenting IPM services performed at proposed sites.*
E. *Other work as required to conform to all governmental regulating rules and regulations for performance of work under this contract.*

We also understand that within this scope of work we will perform interior IPM services(as needed treatments) and residual exterior services at:

- City Hall 205 West 4th Street
- Public Works 1030 South Gateway Drive
- Parks & Comm. Dev./ Youth Center 205 Flume Street
- Engineering Office 428 E Yosemite Ave.
- Police Department 330 South C Street
- Intermodal 123 North E Street
- Frank Bergon Senior Center 238 South D Street
- Pan-American Community Center 703 East Sherwood Way
- Millview Community Center 1901 Clinton Street
- Millview Park 1924-1998 Storey Road
- Engineering Trailer 205 West 4th Street
- Rotary Youth Hut 121 South Q Street
- Wastewater Treatment Plant 13048 Road 21 ½

- Fire Station #56 317 North Lake Street
- Fire Station #57 200 South Schnoor Street
- Fire Station #58 2558 Condor Drive
- Municipal Airport Admin Building 4020 Aviation Drive
- Centennial Park Pool Complex 221 Flume Street
- Town & Country Park, Amphitheater 2300 Howard Road
- Town & Country Park, Field 7 Concession Stand, Restrooms 2300 Howard Road
- Town & Country Park, Field 1 & 2 Concession Stands 2300 Howard Rd
- Madera Transit Center
- 1951 Independence Dr
- Well Sites (20 Locations)
- Parks Office Structure adjacent to Public Works 1030 Gateway Drive (west of parking lot)

Narrative, History, and Experience

Monitoring, identifying, diagnosing, and administering target-specific prescriptions are the foundation of our pest control practice supporting the safe elimination of pest problems while providing protection from future occurrences.

Our experience with city/schools/government sites implementing these concepts has been the basis of our pest control practice. We currently work with both private schools and public schools, as well as multiple government buildings on a regular basis, to monitor and prevent pest population. Our approach to pest maintenance and prevention for these sites follows the 5 steps to the IPM program:

1. Identify the Pest
2. Monitor Pest Activity
3. Determine Thresholds
4. Explore Treatment Options and Make Appropriate Treatments
5. Evaluate Results

We currently are regularly audited at our food processing facilities by National Ascribed companies such as: Primus, BRC, SQF, AIB, and more. We have attained a perfect score in our audits dealing with food processing locations.

We post appropriate documentation prior to treatment and file documentation with the county ag commissioner as required by "The Healthy Schools Act".

We take pride in offering the most creative pest control solutions. We use the safest products and techniques performed by licensed technicians who have elevated the word "exterminator" by undergoing continuous training and licensing and demonstrating a commitment to the environment.

As stated previously, we have directly overseen the IPM programs for multiple school districts as well as for a State University and many government facilities statewide.

EXHIBIT B

SCHEDULE OF COMPENSATION

Item	*City of Madera Facility*	*Interior*	*Frequency*	*Exterior*	*Frequency*	*Monthly*	*Annual*
A	City Hall 205 West 4th Street	X	As needed	X	Monthly	$39.00	$468.00
B	Public Works 1030 South Gateway Drive	X	As needed	X	Monthly	$39.00	$468.00
C	Parks & Comm. Dev./ Youth Center 205 Flume Street	X	As needed	X	Monthly	$39.00	$468.00
D	Engineering Office 428 E Yosemite Ave.	X	As needed	X	Monthly	$39.00	$468.00
E	Police Department 330 South C Street	X	As needed	X	Monthly	$39.00	$468.00
F	Intermodal 123 North E Street	X	As needed	X	Monthly	$39.00	$468.00
G	Frank Bergon Senior Center 238 South D Street	X	As needed	X	Monthly	$39.00	$468.00
H	Pan-American Community Center 703 East Sherwood Way	X	As needed	X	Monthly	$39.00	$468.00
~~I~~	~~Mexican-American Center~~ ~~716 Columbia Street~~						
J	Millview Community Center 1901 Clinton Street	X	As needed	X	Monthly	$39.00	$468.00
K	Millview Park 1924-1998 Storey Road	X	As needed	X	Monthly	$39.00	$468.00

Item	*City of Madera Facility*	*Interior*	*Frequency*	*Exterior*	*Frequency*	*Monthly*	*Annual*
L	Engineering Trailer 205 West 4th Street	X	As needed	X	Monthly	$39.00	$468.00
M	Rotary Youth Hut 121 South Q Street	X	As needed	X	Monthly	$39.00	$468.00
N	Wastewater Treatment Plant 13048 Road 21 ½ **(Main building and shop building next to main building)**	X	As needed	X	Monthly	$39.00	$468.00
O	Fire Station #56 317 North Lake Street	X	Monthly	X	Monthly	$39.00	$468.00
P	Fire Station #57 200 South Schnoor Street	X	Monthly	X	Monthly	$39.00	$468.00
Q	Fire Station #58 2558 Condor Drive	X	Monthly	X	Monthly	$39.00	$468.00
R	Municipal Airport Admin Building 4020 Aviation Drive	X	As needed	X	Monthly	$39.00	$468.00
S	Centennial Park Pool Complex 221 Flume Street	X	As needed	X	Monthly	$39.00	$468.00
T	Town & Country Park, Amphitheater 2300 Howard Road			X	Monthly	$39.00	$468.00
U	Town & Country Park, Field 7 Concession Stand, Restrooms 2300 Howard Road	X	As needed	X	Monthly	$39.00	$468.00
V	Town & Country Park, Field 1 & 2 Concession Stands 2300 Howard Rd	X	As needed	X	Monthly	$39.00	$468.00
W	Madera Transit Center	X	Monthly	X	Monthly	$39.00	$468.00

Item	*City of Madera Facility*	*Interior*	*Frequency*	*Exterior*	*Frequency*	*Monthly*	*Annual*
	1951 Independence Dr						
X	Well Sites (20 Locations) **Actual locations will be provided upon contract award.**			X	Semi-Annual		$1560.00
Y	Well Sites (Same 20 Locations as above) **Actual locations will be provided upon contract award.**			X	As needed in addition to semi-annual schedule		** $49.00
Z	**Parks Office Structure adjacent to Public Works 1030 Gateway Drive (west of parking lot)**	**X**	**As needed**	**X**	**Monthly**	$39.00	$468.00

EXHIBIT C
INSURANCE REQUIREMENTS

A. Insurance Requirements.

Vendor 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 using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide 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. Vendor 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 Pollution Liability per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor 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 Vendor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

Notice of Cancellation

Vendor 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

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

Additional Insurance

Vendor 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.

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

_____ Signature

_____ _____ (name)

_____ _____ (address)

_____ _____ (city state zip)

_____

_____

_____

☐ Additional page(s) attached.



REQUEST FOR PROPOSAL NO. 202223-13

CITY OF MADERA

PEST CONTROL SERVICES

Date Released: February 25, 2023

Proposals are due 5:00pm, Friday, March 24, 2023

TABLE OF CONTENTS

I. INTRODUCTION 3
II. BACKGROUND 3
III. SPECIFICATIONS 3
IV. PROPOSAL REQUIREMENTS 7
V. PROPOSAL EVALUATION 8
VI. GENERAL INSTRUCTIONS 10
VII. GENERAL PROVISIONS 12
VIII. INSURANCE REQUIREMENTS FOR GENERAL SERVICES 15
ATTACHMENT A 18
COST PROPOSAL 18
ATTACHMENT B 21
RFP REFERENCE FORM 21
ATTACHMENTS C 22
SAMPLE SERVICES AGREEMENT 22

REQUEST FOR PROPOSAL
202223-13
FOR
PEST CONTROL SERVICES

I. INTRODUCTION

The City of Madera is soliciting proposals from qualified vendors to provide pest control services in accordance with this Request for Proposal (RFP). This RFP is expected to result in a three-year contract with the option to extend for three additional one-year terms. The intent of this RFP is to identify a stable vendor that can offer the highest quality of service at the lowest overall cost to the City.

II. BACKGROUND

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

III. SPECIFICATIONS

It is the intent of the City to solicit bid offers for qualified, pesticide applicator (operator) businesses who are duly registered and licensed in the State of California to render quality pest control services to the City in order to provide a pest free environment for employees, clients and visitors to the offices, buildings and/or grounds of the various City locations stated in the specifications. Locations may, however, be added or deleted during the term of this contract and extensions thereof.

The contracted vendor(s) shall be responsible for furnishing all materials, transportation, labor, equipment, any and all services and materials necessary to perform pest control service, for both specified and unspecified sites at various City locations.

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations presently established or may be established during the term of the contract. Any and all chemical product(s) used must be approved for its intended use and applied in a manner consistent with regulations established by the State of California – Cal OSHA.

The contracted vendor(s) pest control service visits must be scheduled in advance as to not disrupt the normal operations of any department or division.

A. Service

Contractor to provide an environment, free from, but not limited to, the following pests:

1. Spiders, cockroaches, and beetles.
2. Crickets and other hoppers.
3. Ants (all species), earwigs, sow bugs, silverfish, and other crawling insects.
4. Fleas and other biting insects.
5. Wasps, hornets, and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories.
6. Moths and other flying pests.
7. Weevils and other food pests.
8. Mice, rats, and other rodents.

The pest control services shall be performed in all listed buildings, occupied or unoccupied, including, but not limited to, basements, crawl spaces, offices, storage areas/rooms, closets, baseboards, plumbing and heating pipes, shelves, elevators, walls/ enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, refuse containers and surrounding storage areas, offices, lavatory and shower areas hallways and lounge areas.

All Contractor personnel working in or around city facilities shall wear distinctive uniform clothing and identification.

The Contractor must perform a thorough inspection during every service. Following each scheduled service, the Contractor must submit a written report to the designated individual in the Public Works department, listing any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

Should the scheduled services not be totally effective, or interrupt institutional activities, the Contractor shall be required to provide necessary services at alternate times agreeable to the City facility, at no additional cost. Complaints and service requirements, including recall work required between scheduled services visits, must be handled within 24 hours after notification and will be at no additional cost to the City.

B. Performance Requirements

The Contractor is to use the proper equipment and material to render the services to ensure safety for all human life, livestock, and the environment. It is to be clearly understood that the equipment and pesticides used by the Contractor for this contract are to be within safe and legal guidelines. Contractor required to provide Safety Data Sheets (SDS) for all materials and pesticides used on City facilities.

Before an application is made, the Contractor shall notify the Public Works Department designee of precautionary actions, if any, that may need to be taken.

Contractor shall not apply any pesticide product that has not been approved for the use by federal and state regulatory agencies. All pesticides used shall be non-flammable, secured when unattended, and registered by the US Environmental Protection Agency and the State of California.

The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. The Contractor may not store chemicals or equipment on the facility site at any time.

Pesticide application shall be according to need, and not by a routine schedule unless it is part of a regular preventative pesticide treatment or maintenance program in areas determined to be at risk for infestation by insects or rodents by inspection at the onset of the program.

C. Special Requirements

1. Due to security clearance requirements needed at the Police Department facility, the same technician(s) must be assigned for a minimum of one (1) year and must be LiveScanned by the City's Police Department.

2. Service visits to well sites are to be scheduled in advance with the Public Works Department designee as these sites require contractor personnel to be accompanied by City personnel.

3. The material to be used at well sites are to be greater than or the equivalent to:

    a. Masterline Bifenthrin 7.9 Termiticide/Insecticide
    b. Talstar PL Granular Insecticide

D. Start-Up

The contract vendor shall be extended a 60-day grace period in order to eliminate pest problems that may have been present prior to the contract award. During this grace period, the facility will not process vendor complaints for failure to meet performance requirements of these specifications. This period shall give the Contractor sufficient time to start and thoroughly service all locations. The grace period will begin with the contract start date and continue for sixty (60) consecutive days.

If, within the sixty (60) day grace period, the pest control problem is determined to be on the increase and shows no improvement, the City reserves the right to terminate the grace period.

E. Deliverables

The following items will be delivered to the City's representative to ensure contract compliance:

Copies of the badges and licenses held by the staff who work on this contract.

Work plan for the City locations that they are awarded within thirty days of being awarded a contract. The plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name). Proposed trapping or exclusion devices for pests, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building(s) and include a work schedule for each location.

Completed work orders, job tickets, or other supporting documents as one PDF file when the monthly invoice is submitted. The supporting documents should include the location, date and time, and a brief description of the service that was performed.

Meet as needed with City personnel to discuss any challenges to providing service, seasonal changes in service, and other matters that effect the work plan.

Upon request, a copy of the monthly report of all pesticides used in the City as provided to the county agricultural commissioner will be provided to the City.

Maps of the locations, showing location of all traps or trapping devices, and bait station locations, may be required by the City. A list can be substituted instead of a map if this alternative is approved by the City on a case-by-case basis.

A logbook at each location serviced under the contract. The logbook shall contain a copy of the work plan and a copy of the Safety Data Sheet (SDS) for each pesticide used at that location.

F. Extra Work

Contractor shall, from time-to-time, be required to perform Extra Work of varying types. The following, though not inclusive, represents specific types of Extra Work that may be required and the conditions governing performance. Vendor shall prepare a written

quote for all Extra Work and in all cases of Extra Work, no such work may be performed without prior written authorization from City.

Contractor may be required to eradicate pests and rodents, such as ground squirrels, gophers, moles, etc. Pursuit of such eradication measures and the use of pesticides and other chemicals or eradication techniques shall be in accordance with all local, state, and federal regulations governing the use of such agents or techniques. In no event shall the actions of Contractor in effecting such eradication result in a danger to humans, domestic animals, or plant life. Contractor shall be responsible for any damages that result from a violation of local, state, or federal regulations governing eradication agents or techniques and/or improper or negligent use of such agents or techniques.

IV. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all vendors. The intent of these guidelines is to assist vendors in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

A proposing vendor must follow the instructions for preparing the proposal in the prescribed format. **Section Attachments (A through D)** must be used, with the responses following the same order of the RFP. Do not include any extraneous or marketing information.

Proposals must include the following in the following order:

A - Cover Letter: (One page preferred.) The letter should designate the proposing vendor, the address of the vendor's office where the relationship will be domiciled, the address of the closest local branch, if different, and be signed by an authorized officer. **No pricing information should be included in the section.** The cover letter shall be addressed to:

Jennifer Stickman, Procurement Services Manager
Finance Department
City of Madera
205 W. 4th Street
Madera, Ca. 93637

B – Scope of Services and Scheduling: Include a detailed Scope of Work Statement describing all services to be provided. This must address all areas in Section III Specifications.

This section must also include a proposed work plan for the City locations listed in this RFP. The plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name). Proposed trapping or exclusion

devices for pests, if any, shall also be included. The plan must describe in detail the contractor's means for monitoring pest populations in and around the building(s). SDS are also required for all proposed pesticides and chemicals.

C – Addenda: The vendor shall provide acknowledgement of all addenda issued to this RFP. If no addenda issued, the vendor shall include a statement affirming such.

D - Attachments

Attachment "A" is a Cost Proposal Form. Using **Attachment A, Cost Proposal Form,** indicate in detail the compensation to be made to Vendor required under the contract. The bid proposal authorization must be completed, signed, and included with the proposal submittal.

Attachment "B" is the RFP Reference Form. Using **Attachment B, Reference Form**, provide at least three references, i.e., agencies you are currently providing this service. Email addresses for contacts must be included.

Attachment "C" is a draft of a City contract as would normally be used in this procurement. Vendors are not required to sign said contract at time of proposal submittal. A contract in final form will be forwarded to the successful vendor, for signature, prior to contract award. As part of the technical proposal, a vendor must review the terms and conditions and provide any exceptions. Any exceptions taken to the draft contract must be provided as an attachment to the proposal submittal. If there are no exceptions, the vendor shall include a statement affirming such.

Please note that the City reserves the right not to modify the sample services agreement and award on the basis of the proposing vendor's willingness to agree to the terms of the sample services agreement.

V. PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The vendor will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored according to the table below. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	*Written Evaluation Criteria*	*Weight*
1	Completeness of Response	Pass/Fail
2	Qualifications and Experience	35
3	Work Plan	15
3	References	30
4	Cost Proposal	20
	Subtotal:	**100**

1. **Completeness of Response (Pass/Fail)**

    a. Responses to this RFP must be complete. Responses that do not include all Proposal Requirements identified within Section VI of this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete and will not be considered for award.

2. **Qualifications and Experience (35 points)**

    a. Relevant experience, specific qualifications, and technical expertise of the vendor to provide requested services.

3. Work Plan (15 points)

A work plan shall be prepared for the purpose of determining the proposer's knowledge of the tasks to be performed. Work plan must explain:

a. The vendor's ability to provide a compatible solution to the City and must address each item identified in the specifications stated in this RFP.
b. Proposed schedule and methodology for performing requested services.
c. Response time to urgent service requests.

4. References (30 points)

a. Using the form in Attachment B, provide at least three client references who you are currently servicing. Must include the name, company/organization, phone number, and email address of the contact person.

5. Cost Proposal (20 points)

a. Provide pricing information using Attachment A, Cost Proposal.

Proposals shall be valid for a minimum of 180 days following submission.

VI. GENERAL INSTRUCTIONS

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on the City's electronic bid management system (PlanetBids) at https://pbsystem.planetbids.com/portal/54016/portal-home. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. It is the responsibility of each Proposer to periodically check the City's electronic bid management system to ensure that is has received and reviewed any, and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events

This Request for Proposal shall be governed by the following schedule:

*RFP Schedule***	
RFP Release	2/25/2023
Mandatory Pre-Bid Meeting	Thursday, 3/9/2024, 10:00am
Deadline for Written Questions	Wednesday, 3/15/2023, 5:00pm
Response to Questions Posted on Website	Monday, 3/20/2023
Proposals Due Date and Time	Friday, 3/24/2023
Council Consideration of Award of Contract	5/17/2023

**This schedule is subject to change at the discretion of the City.

A. Pre-Bid Meeting

Mandatory pre-bid meeting is scheduled for 10:00am on Thursday, March 9, 2024, and is by reservation only. This will include an escorted site visit to the locations under consideration. Those attending are required to call in advance to reserve a space. To reserve a space to attend the pre-bid meeting, email Jennifer Stickman at jstickman@madera.gov no later than 5:00pm on Wednesday, March 8, 2023. **Since this pre-bid meeting is mandatory, proposals from firms that do not attend the pre-bid meeting will not be considered.**

The purpose of the pre-bid meeting is to discuss any questions interested proposers may have regarding the RFP, as well as allow the prospective bidders to become familiar with all conditions that may affect the performance and cost of the contract. Failure to familiarize yourself with all conditions shall not constitute a basis for subsequent contract adjustment.

In accordance with the American's with Disabilities Act, all persons who are disabled and who need special accommodations to participate in any proceeding because of that disability should contact Jennifer Stickman at (559) 661-5463 or by email at jstickman@madera.gov no later than five (5) business days prior to the pre-bid meeting.

B. Inquiries

Any questions related to this RFP shall be submitted in writing via the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Q&A" tab, no later than 5:00pm on Wednesday, March 15, 2023.

No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single

submission. All posted questions will be answered in writing and conveyed via written addenda to all Proposers via posting through the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home under the "Addenda/Emails" tab.

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document.

C. Proposal Submittals

No proposal will be considered for award unless properly and successfully submitted through the City's PlanetBids vendor portal at:

https://pbsystem.planetbids.com/portal/54016/portal-home

Submittals are due no later than 5:00pm on Friday, March 24, 2023.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The bid management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. Do not fax or e-mail.

Proposals received after the time and date specified above will be considered nonresponsive and will not be accepted.

VII. GENERAL PROVISIONS

A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.

B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Vendor will be considered nonresponsive and rejected.

C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.

D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirm its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.

G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Proposer is responsible to contact City's Purchasing Division prior to submitting a Proposal to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City's PlanetBids vendor portal at https://pbsystem.planetbids.com/portal/54016/portal-home.

H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Vendor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

K. All Federal or State of California License/Certification required to provide the requested services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section V will also be required prior to award of a contract.

L. An award will be made as soon as reasonably practical after the opening of Proposals.

M. The successful Vendor shall enter into a formal agreement with City which will be very

similar in content to the **Attachment C "Sample" Services Agreement** which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.

N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

O. The prospective Vendor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council.

P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

O. By submitting a proposal, the prospective Vendor certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Vendor's capability of rendering the services to be provided.

Q. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.
Each prospective vendor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective vendor submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective vendor in their proposal, the City will provide the prospective vendor who submitted such information with reasonable notice to allow the vendor to seek protection from disclosure by a court of competent jurisdiction.

R. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers, and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those agreements where State or Federal law, or other laws or regulations preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

VIII. INSURANCE REQUIREMENTS FOR GENERAL SERVICES

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider 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

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor 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

Vendor 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 using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide 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. Vendor 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 Pollution Liability** per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor 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 Vendor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

Notice of Cancellation

Vendor 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

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

Additional Insurance

Vendor 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.

ATTACHMENT A
COST PROPOSAL
FOR
RFP 202223-13 PEST CONTROL SERVICES

Proposer hereby proposes to deliver to and provide pest control services for the City of Madera, various locations, equipment, and services in accordance with the published specifications, for the following prices. For each City facility, bidder must provide total monthly/annual cost for all labor, material, and supplies (tax included) as specified in RFP.

Item	*City of Madera Facility*	*Interior*	*Exterior*	*Frequency*	*Monthly*	*Annual*
A	City Hall 205 West 4th Street	X	X	Monthly		
B	Public Works 1030 South Gateway Drive	X	X	Monthly		
C	Parks & Comm. Dev./ Youth Center 205 Flume Street	X	X	Monthly		
D	Engineering Office 428 E Yosemite Ave.	X	X	Monthly		
E	Police Department 330 South C Street	X	X	Monthly		
F	Intermodal 123 North E Street	X	X	Monthly		
G	Frank Bergon Senior Center 238 South D Street	X	X	Monthly		
H	Pan-American Community Center 703 East Sherwood Way	X	X	Monthly		
I	Mexican American Center 716 Columbia Street	X	X	Monthly		
J	Millview Community Center 1901 Clinton Street	X	X	Monthly		
K	Millview Park 1924-1998 Storey Road		X	Monthly		
L	Engineering Trailer 205 West 4th Street	X	X	Monthly		
M	Rotary Youth Hut 121 South Q Street	X	X	Monthly		

Item	*City of Madera Facility*	*Interior*	*Exterior*	*Frequency*	*Monthly*	*Annual*
N	Wastewater Treatment Plant 13048 Road 21 1/2	X	X	Monthly		
O	Fire Station #56 317 North Lake Street	X	X	Monthly		
P	Fire Station #57 200 South Schnoor Street	X	X	Monthly		
Q	Fire Station #58 2558 Condor Drive	X	X	Monthly		
R	Municipal Airport Admin Building 4020 Aviation Drive	X	X	Monthly		
S	Centennial Park Pool Complex 221 Flume Street	X	X	Monthly		
T	Town & Country Park, Amphitheater 2300 Howard Road		X	Monthly		
U	Town & Country Park, Field 7 Concession Stand, Restrooms 2300 Howard Road	X	X	Monthly		
V	Town & Country Park, Field 1 & 2 Concession Stands 2300 Howard Rd	X	X	Monthly		
W	Madera Transit Center 1951 Independence Dr	X	X	Monthly		
X	Well Sites (20 Locations) Addresses will be provided at pre-bid meeting		X	Semi-Annual	[redacted]	
Y	Well Sites (20 Locations) Addresses will be provided at pre-bid meeting		X	As needed in addition to semi-annual schedule		**

** Provide pricing based on department calling vendor out for single additional treatment at individual well site. Pricing for Line-Item Y is per call-out.

BID PROPOSAL AUTHORIZATION

Proposals shall be valid for a minimum of 180 days following submission.

Date _____

Company Name _____

Street Address _____

City / State / ZIP _____

Phone Number _____

Person Preparing Proposal _____

Title _____

Email Address _____

Signature of Person Preparing Proposal _____

ATTACHMENT B
RFP REFERENCE FORM

Agency/Company:
Contact Person:
Email Address:
Phone Number:
Address:
Date Services Provided:
Summary of Services Included:
Agency/Company:
Contact Person:
Email Address:
Phone Number:
Address:
Date Services Provided:
Summary of Services Included:
Agency/Company:
Contact Person:
Email Address:
Phone Number:
Address:
Date Services Provided:
Summary of Services Included:
Agency/Company:
Contact Person:
Email Address:
Phone Number:
Address:
Date Services Provided:
Summary of Services Included:
Agency/Company:
Contact Person:
Email Address:
Phone Number:
Address:
Date Services Provided:
Summary of Services Included:

ATTACHMENTS C
SAMPLE SERVICES AGREEMENT

(SAMPLE) AGREEMENT FOR SERVICES
BETWEEN
CITY OF MADERA
AND
_____

This Services Agreement, (hereinafter referred to as the "Agreement"), effective _____, is entered between the City of Madera, a municipal corporation, (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Vendor").

RECITALS

A. City desires to obtain Pest Control Services ("Services") and issued a Request for Proposals for said Services.

B. Vendor is a firm specializing in Pest Control Services with the necessary experience to provide desired Services to the City and submitted a proposal to the City.

C. City desires to retain Vendor to provide said Services, as detailed further herein.

D. City desires to retain Vendor, and Vendor 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 Vendor agree as follows:

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall be for a three-year period effective from the date first set forth above and shall continue in full force and effect for three (3) year(s) unless otherwise terminated by the City. The term may be extended by the City Manager in writing, if extension limited to term only, and if mutually agreed to at least 90-days in advance of expiration, for a period not to exceed two (2) additional one-year extensions.

2. **Scope of Work.** Vendor shall provide Services described in **Exhibit A** which is attached and incorporated by reference.

2.1. Vendor acknowledges and agrees that any Services he/she/they provides to City shall be on a non-exclusive basis.

2.2. The parties acknowledge and agree that the Vendor, in the performance of this Agreement and the authority delegations provided for in this Agreement and **Exhibit A** hereto, shall exercise his/her/their independent judgment and shall not take direction, directly or indirectly, in connection therewith from the City

SAMPLE

Manager, the Mayor, the City Council (or any member thereof), or any other person.

2.3. Vendor represents and warrants that he/she/they is qualified to provide services described in **Exhibit A** meeting all experience, training, and current requirements thereunder.

3. Compensation. City shall pay Vendor as follows:

3.1. Vendor shall be compensated in accordance with **Exhibit B** which is attached and incorporated by reference.

3.2. Vendor shall bill City monthly and submit billing to City within five days from the end of each month. For each billing received by the fifth day of the month, the City shall make payment therefore by the 22nd day of the month.

4. Termination. Remedies and Force Majeure.

4.1. This Agreement shall terminate without any liability of City to Vendor upon thirty (30) business days prior written notice by City to Vendor or by Vendor to City.

4.2. In the event of such termination, Vendor shall be paid for all services provided to the City to date of termination.

4.3. Upon any termination or expiration of the Agreement, City may (i) exercise any right, remedy (in contract, law, or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement.

4.4. Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Vendor and without its fault or negligence, such as: acts of God or the public enemy; acts of City in its contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes; unusually severe weather; and delays of common carriers. Vendor shall notify City Manager in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to City Manager of the cessation of such occurrence.

5. Indemnification and Insurance.

5.1. Indemnification and Defense. Vendor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers (“City indemnitees”), from and against any and all causes of action, claims, liabilities, obligations, judgments,

SAMPLE

or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Vendor's performance of its obligations under this agreement or out of the operations conducted by Vendor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement, the Vendor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

5.3 The provision will survive expiration or termination of this Agreement.

6. **Conflict of Interest.** Prior to City's execution of this Agreement, Vendor shall complete a City of Madera Conflict of Interest Disclosure Statement. Said Statement is attached hereto as **Exhibit D** and incorporated herein by reference. During the term of this Agreement, Vendor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Vendor on **Exhibit D**.

6.1. Vendor shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, any City commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager if no actual or potential conflict is involved.

6.2. Vendor shall comply with all applicable laws, rules, regulations, and professional canons/requirements governing avoidance of impermissible client conflicts, including without limitation the requirements of the California Political Reform Act (Government Codes Section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et seq.*).

6.3. Vendor represents and warrants that as of the effective date hereof, he/she/they represents no client whose interests are adverse to the City's.

6.4. This Section 6 shall survive expiration or termination of this Agreement.

7. **Nondiscrimination.** Vendor shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or

SAMPLE

physical or mental disability. During the performance of this Agreement, Vendor will comply with all laws and regulations, as applicable. Specifically, no person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

8. **Invalid Provisions.** The provisions of this Agreement are severable. In the event any term, covenant, condition or provision of the Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

9. **Independent Contractor.** Vendor is and throughout this Agreement shall be an independent contractor and not an employee, partner, or agent of the City. However, City shall retain the right to verify that Vendor is performing his respective obligations in accordance with the terms hereof.

9.1. Because of his status as an independent contractor, Vendor shall have absolutely no right to employment rights and benefits available to City employees. Vendor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with his other obligations under this Agreement, Vendor shall be solely responsible for all matters relating to employment and tax withholding for and payment of Vendor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Vendor may be providing services to others unrelated to City or to this Agreement.

10. **Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between Vendor and City. Unless specifically provided for herein, the Vendor shall have no authority to bind the City absent City's express written consent. Except to

SAMPLE

the extent otherwise provided in this Agreement, Vendor shall bear his own costs/expenses in pursuit hereof.

11. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, by registered or certified mail, return receipt requested with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11.1. Personal service, as aforesaid, shall be deemed served and effective upon delivery thereof. Service by mail, as aforesaid, shall be deemed to be sufficiently served and effective as of 12:00:01 AM, on the fourth (4^{th}) calendar day following date of deposit in the United States mail of such registered or certified mail, properly addressed and postage prepaid.

12. **Assignment.** Neither this Agreement nor any duties or obligations hereunder shall be assignable by Vendor 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, Vendor shall not assign the payment of any monies due Vendor 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 Vendor directly to Vendor.

13. **Non-Solicitation.** Vendor represents and warrants that he has not paid or agreed to pay any compensation, contingent or otherwise, to solicit or procure this Agreement or any rights/benefits hereunder.

14. **Compliance with Law.** In providing the services required under this Agreement, Vendor shall at all times comply with all applicable laws of the United States, the State of California and City, 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.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any case, controversy or proceeding regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

16. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce 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 attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

SAMPLE

17. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **General Provisions.**

19.1. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

19.2. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19.3. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

19.4. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

19.5. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Final Agreement.** This Agreement and any documents, instruments and materials referenced and incorporated herein represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between City and Vendor. This Agreement may be modified only by written instrument duly authorized and executed by both City and Vendor.

SAMPLE

Notice. Any notice required pursuant to this Agreement shall be deemed delivered if given in writing, mailed with postage prepaid, addressed and directed as follows (or at such other address as the parties may from time to time designate by written notice)

CITY:	VENDOR:
City of Madera Attn: Arnoldo Rodriguez 205 W. 4th Street Madera, CA 93637 Phone: 559-661-5400 Email: arodriguez@madera.gov	Phone: Email:

IN WITNESS WHEREOF, the parties have executed this Agreement at Madera, California, the day, and year first above written.

CITY OF MADERA
a municipal corporation

By: _____
Santos Garcia
Mayor

Date: _____

ATTEST:
Alicia Gonzales
City Clerk

By: _____
Deputy

APPROVED AS TO FORM

By: _____
Hilda Cantú Montoy, City Attorney

VENDOR

By: _____

Date: _____

Date: _____

Exhibits:
Exhibit A - Scope of Work
Exhibit B - Schedule of Compensation
Exhibit B - Insurance Requirements
Exhibit C - Conflict of Interest Disclosure Form

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE

EXHIBIT B

SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT C
INSURANCE REQUIREMENTS

A. Insurance Requirements.

Vendor 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 using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- $2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide 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. Vendor 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 Pollution Liability per claim. Coverage shall be provided on a Contractor's Pollution Liability form or other form acceptable to the City providing coverage for liability arising out of sudden, accidental, or gradual pollution and remediation. Such insurance shall also include but shall not be limited to any coverage required to meet all State and Federal requirements relating to the removal, transfer, use, or other activity involving hazardous or contaminated materials. The City, its officials, officers, agents, and employees shall be included insureds under the policy.

Maintenance of Coverage

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

SAMPLE

Proof of Insurance

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor 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 Vendor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

SAMPLE

Notice of Cancellation

Vendor 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

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

Additional Insurance

Vendor 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.

SAMPLE

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Madera or any of its agents?	☐	☐
2	Do you represent any firm, organization or person who is in litigation with the City of Madera?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Madera?	☐	☐
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Madera, or in a business which is in litigation with the City of Madera?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Madera employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation: _____ _____

Signature

_____ _____

(name)

_____ _____

(address)

_____ _____

(city state zip)

_____

_____

_____

☐ Additional page(s) attached.

SAMPLE

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: May 3, 2023

Agenda Number: D-2

Joseph Hebert

Joseph Hebert, Parks & Community Services Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Agreement between the City and Superior International Industries

RECOMMENDATION:

Adopt a Resolution approving a cooperative purchase agreement with Superior International Industries (Superior) for McNally Park in the amount of $244,508.42 and rescinding Resolution No. 23-46 approved on April 19, 2023

SUMMARY:

On April 19, 2023, Council approved a Resolution approving a cooperative purchase agreement with Superior International Industries for McNally Park amenities and play equipment for $213,123.18. The original quote did not include the demolition and reconstruction of fencing on the perimeter of the playground. Since then, Superior has provided an updated quote that includes costs for demolishing existing fencing at the playground area and installing new fencing. The updated quote is $244,508.42. Staff recommends that the additional work be included in the agreement eliminating the need to complete another procurement process for fencing. Since the agreement approved on April 19, 2023, has yet to be executed, staff recommends that Council rescind the previously approved resolution and adopt a new version inclusive of the fencing.

DISCUSSION:

Staff determined that a cooperative purchase agreement represented the most advantageous purchasing strategy for procuring park amenities and improvement plans. Not utilizing a cooperative purchase agreement would have substantially extended the procurement process and lead times.

On March 6, 2023, the City released a request for quotes using the cooperative agreement process on CompareCoops.com, a website that caters to vendors that exclusively have cooperative contracts. Quote solicitations ended on March 24, 2023, with two quotes received. After review and further assessment, one quote was considered incomplete as it only quoted the playground equipment items and did not quote the various additional park amenities. The second quote, from Superior, showed bidder responsibility and responsiveness. The Superior quote totaled $213,123.18. Council approved utilizing the cooperative purchasing agreement during the April 19, 2023, Council meeting.

In the released request for quotes, staff included the removal and installation of new fencing. Due to time constraints and advancement in the procurement process, staff moved forward with proposing Superior, with the understanding that the fencing may need to be bid out if Superior was unable to provide the service.

Since then, Superior has confirmed they can provide an updated quote for the fencing demolition and installation.

FINANCIAL IMPACT:

Funding for the park improvements is made possible by the Community Development Block Grant (CDBG) FY 2022/23 allocation of $609,307. Expenditure for the additional fencing component of the improvements will be made from the Parks & Community Services Department budget, #10206100-7030 Facilities and Improvements funds. Sufficient funding is available in the FY 22/23 budget.

The remaining funds will be utilized to reconstruct the basketball courts located at McNally Park, address restroom rehabilitation picnic area rehabilitation, and as available, will allow for additional recreational features to be installed.

ALTERNATIVES:

1. Council may reject approval of increasing the cooperative purchase agreement amount with Superior to reflect the additional fencing demolition and installation costs and request staff follow a different procurement method.
2. Council may request additional information to be brought forth at the next Council meeting for further consideration.

ATTACHMENTS:

1. Resolution Approving a Cooperative Purchase Agreement with Superior International Industries for McNally Park Project in the Amount of $244,508.42 and Exhibit A thereto (Agreement)
2. Resolution No. 23-36 approved by Council on April 19, 2023
3. Superior International Industries Quote

ATTACHMENT 1

Resolution Approving Cooperative Purchase Agreement with Superior International Industries for McNally Park Project in the Amount of $244,508.42

RESOLUTION NO. 23-_____

RESOLUTION APPROVING A COOPERATIVE PURCHASE AGREEMENT WITH SUPERIOR INTERNATIONAL INDUSTRIES FOR MCNALLY PARK PROJECT IN THE AMOUNT OF $244,508.42 AND RESCINDING RESOLUTION NO 23-46

WHEREAS, Title II Section 4 Purchasing Procedures allows the City to utilize cooperative purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services; and

WHEREAS, in some instances, this method provides for the most efficient method of purchase or best cost savings for the quantities or type of goods or services that are being utilized; and

WHEREAS, the City was awarded $609,307 in Community Development Block Grant (CDBG) FY 22/23 funding; and

WHEREAS, funding is to be utilized to rehabilitate McNally Park; and

WHEREAS, after reviewing the available purchase option, staff has determined that using a cooperative purchase agreement represents the most advantageous purchasing strategy; and

WHEREAS, the City would like to utilize a cooperative purchase agreement with Superior International Industries for McNally Park Project for $244,508.42.

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 cooperative purchasing agreement with Superior International Industries of $244,508.42, attached hereto as Exhibit A, is hereby approved.
3. The City Manager, or his or her designee, is authorized to execute the agreement and any and all documents necessary and appropriate to carry out the intent of this Resolution on behalf of the City.
4. Resolution 23-46 is rescinded.
5. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Superior International Industries, hereinafter referred to as the Contractor, having its principal place of business at 1050 Columbia Drive, Carrollton, GA 30117.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Nov 01 2020 and ends Oct 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*
   H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

   The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.
B. *Default*

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Superior International Industries

Signature DocuSigned by: Jonathan Hardesty AD70D5427961431...

Name Jonathan Hardesty

Title General Manager

Date 12/7/2020

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/11/2020

DocuSign Envelope ID: 470497C7-0921-4DAB-AB53-1B3630E474C2

Attachment A
Superior International Industries
Parks & Recreation Equipment
Contract No. PR11-20

Applicable items are the catalogs listed in the table below, as was any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Catalog Discount
PR11-20A58	Superior International Industries/ Superior Recreational Products	2020 SII Catalogs (Play Components, Grounds for Play, Open Market; Superior Playgrounds, Superior Shade, Superior Site Amenities, Superior FX, and Superior Bleachers lines)	10.00%

Attachment-A

Vendor: Superior International Industries, Inc.
Contract: PR11-20A58: Parks & Recreation Equipment

Applicable items are the catalog listed in the table below, as well as any pricing documents included in the awardee's bid response.

HGAC Product Code	Manufacturer	Description	Discount
PR11-20A58	Superior International Industries/ Superior Recreational Products	2023 SII Catalogs (Child Works Components, Grounds For Play, Superior Playgrounds, Superior Shade, Superior Site Amenities, Superior Bleachers, Quick Ship & Surfacing Products)	12.00.%

DocuSign Envelope ID: 4630734C-6A58-4FF0-9C50-1FC494FBA569

AMENDMENT No. 1 to CONTRACT No. PR11-20
For
Parks & Recreation Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Superior International Industries

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC2Z0D5D61423...
Chuck Wemple, Executive Director

Date: 11/1/2022

Signed for: **Superior International Industries**

DocuSigned by:
Jonathan Hardesty
AD70D5427961431...

Printed Name & Title: Jonathan Hardesty VP & General MGR

Date: 10/26/2022

ATTACHMENT 2:

Resolution No. 23-46 approved by Council on April 19, 2023

RESOLUTION NO. 23-46

RESOLUTION APPROVING A COOPERATIVE PURCHASE AGREEMENT WITH SUPERIOR INTERNATIONAL INDUSTRIES FOR MCNALLY PARK AMENITIES AND PLAY EQUIPMENT IN THE AMOUNT OF $213,123.18

WHEREAS, Title II Section 4 Purchasing Procedures allows the City to utilize cooperative purchasing procedures through the Purchasing Manager to purchase supplies, equipment, or services; and

WHEREAS, in some instances, this method provides for the most efficient method of purchase or best cost savings for the quantities or type of goods or services that are being utilized; and

WHEREAS, the City was awarded $609,307 in Community Development Block Grant (CDBG) FY 22/23 funding; and

WHEREAS, funding is to be utilized to rehabilitate McNally Park amenities and play equipment; and

WHEREAS, after reviewing the available purchase options for these supplies, staff has determined that using a cooperative purchase agreement represents the most advantageous purchasing strategy; and

WHEREAS, the City would like to utilize a cooperative purchase agreement with Superior International Industries for McNally Park amenities and play equipment in the amount of $213,123.18

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 cooperative purchasing agreement with Superior International Industries of $213,123.18 is hereby approved.
3. The City Manager, or his or her designee, is authorized to execute the agreement and any and all documents necessary and appropriate to carry out the intent of this Resolution on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 19th day of April 2023 by the following vote:

AYES:	Mayor Garcia, Councilmembers Gallegos, Rodriguez, Montes, Evans, Mejia and Villegas.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

ATTACHMENT 3:

Superior International Industries Quote

SUPERIOR
RECREATIONAL PRODUCTS

1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023
EXPIRES: 5/12/2023

PROJECT NAME	NOTES
McNally Park	***HGAC PR11-20***

BILL TO	SHIP TO	TERMS
City of Madera CA 825 S A St Madera CA 93638	City of Madera CA 825 S A St Madera CA 93638	Prepaid

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	Comment - ***HGAC PR11-20***		
1	**Custom Playground Design** - PS3-70693	$22,011.84	$22,011.84
	Custom Playground Design ***FOR PLAYGROUND STRUCTURE NUMBERS ONLY***		
1	**Custom Playground Design** - PS3-70645	$23,833.54	$23,833.54
	Custom Playground Design ***FOR PLAYGROUND STRUCTURE NUMBERS ONLY***		
1	**TFR3501XX** - Arch Swing Frame w/ hangers - 3.5" 1 Bay	$2,072.00	$2,072.00
1	**TFR3501XX** - Arch Swing Frame w/ hangers - 3.5" 1 Bay	$2,072.00	$2,072.00
4	**90015108XX** - Belt Seat Bay - 8'	$206.00	$824.00
	Subtotal.		**$50,813.38**
	HGAC Discount - HGAC 12% Discount	-12%	**($6,097.61)**
	Subtotal.		**$44,715.77**
	Steel Playground Special Discount - Temporary 18.5 Surcharge to Adhere to HGAC Contract Agreement	$8,272.42	**$8,272.42**
	Subtotal.		**$52,988.19**
1	**Freight: Freight Out Billable and Handling** - Freight: Freight Out Billable and Handling Freight for Equipment	$7,190.00	$7,190.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman

play. relax. live.

SUPERIOR
RECREATIONAL PRODUCTS

1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023
EXPIRES: 5/12/2023

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	Subtotal.		**$7,190.00**
4	**B6ARSM-RC-GRY** - 6' RICHMOND SERIES RECYCLED GRAY BENCH W/O BACK - SURFACE MOUNT	$724.00	$2,896.00
13	**T6ARPEDS-RC-GRY** - 6' RICHMOND SERIES RECYCLED GRAY MULTI-PEDESTAL TABLE - IN GROUND	$2,148.00	$27,924.00
1	**BSW-0007XX** - TL Water - GRM45-PF Water Fountain-Steel Green PC w/ ADA and Pet Fountain	$4,537.00	$4,537.00
1	**BSW-0007XX** - TL Water - GRM45-PF Water Fountain-Steel Green PC w/ ADA and Pet Fountain	$4,537.00	$4,537.00
	Subtotal.		**$39,894.00**
	HGAC Discount - HGAC 12% Discount	-12%	**($4,787.28)**
	Subtotal.		**$35,106.72**
	Steel Playground Special Discount - Temporary 22% Surcharge to adhere to HGAC Contract Agreement	$7,723.48	**$7,723.48**
	Subtotal.		**$42,830.20**
1	**Freight: Freight Out Billable and Handling** - Freight: Freight Out Billable and Handling Freight for SIte Amenities	$4,451.00	$4,451.00
	Subtotal.		**$4,451.00**
7	**EQ: By Others** - Equipment provided for by others Outdoor Double Grill 30x20x10 Inground Mount Color: Black	$700.00	$4,900.00
12	**EQ: By Others** - Equipment provided for by others H-2293 Thermoplastic trash can 32 gallon funnel lid Color: Black	$553.00	$6,636.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman

play. relax. live.

SUPERIOR
RECREATIONAL PRODUCTS

1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023
EXPIRES: 5/12/2023

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	**IN:EQ-INSTALL BY OTHERS** - Installation By Others Top off existing loose fill rubber system with color coordinated new loose fill rubber system 6 inches. 72,000 lbs. of rubber mulch for 5,200 square feet of space. Note: rubber mulch will not float or blow away, therefore lasting virtually forever, preventing the need to re-mulch annually. The product is non-toxic, safe for children and pets. The rubber mulch is made from 100% recycled rubber tires and is 99.9% wire free. It exceeds ASTM-F-1951 and ASTM F-1292 standards and is ADA & IPEMA certified. Custom-Service: Demo and remove 300 lineal feet of existing wrought iron fence Furnish and install chain-link fence for playground area. Fencing around the playground equipment, with a 5ft entrance. Fence to be broken into two sides with each side measuring 40ft x 66ft x 4ft. Color: Black	$53,808.00	$53,808.00

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman

play. relax. live.

SUPERIOR
RECREATIONAL PRODUCTS

1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0259612

CREATED: 3/22/2023
EXPIRES: 5/12/2023

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
1	**IN:EQ-INSTALL BY OTHERS** - Installation By Others Professional Certified Installation of Playground(s) -Unloading - Layout - Excavation -In-ground footers - All concrete and required rebar/steel reinforcement - Assembly of structure - Haul and dispose of spoils offsite Demo and remove existing playground equipment. Install 2 recycled rubber mat playground surface. Top off existing rubber with additional rubber mulch Install 2 single bay swing sets Install 1 PS3-71955 Install 1 PS3-71954 Install 2 drinking fountains Install 7 double grills Install 13 picnic tables Install 12 trash cans	$63,800.00	$63,800.00

Subtotal	$236,603.39
Tax (8.25%)	$7,905.03
Net Total	$244,508.42

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at 1.800.327.8774. Quotes do not include installation or safety surfacing unless otherwise noted. In the event of any inconsistencies in regards to terms, the terms stated on this quote shall control.

PREPARED BY: Bridget Templeman

play. relax. live.