

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, May 18, 2022
6:00 p.m.

Council Chambers
City Hall

The Council Chambers will be 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: 810 5476 9040#. 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 Anita Evans, District 4
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Elsa Mejia, District 5
Councilmember Artemio Villegas, District 6

INVOCATION: Joyce Lane, Glory of Zion Ministry

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 Madera Rotary's Centennial Anniversary
2. Certificate of Recognition - Thomas Jefferson Middle School 8th Grade Baseball 2022 CVAL Champions
3. Certificate of Recognition - Thomas Jefferson Middle School 7th Grade Softball 2022 CVAL Champions
4. Certificate of Recognition - Hilda Cantu Montoy, League of Women Voters 100 Notable Women of Fresno
5. Madera County Mosquito & Vector Control - Mosquitos and Public Health Concerns

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – December 1, 2021

Recommendation: Approve the City Council Minutes of 12/01/21

B-2 Informational Report on Register of Audited Demands for April 23, 2022 to May 6, 2022

Recommendation: No Action Required (Report by Kingsley Okereke)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Service provider agreement with O&E Transportation LLC, for litter abatement project in the Fresno River

Recommendation: Adopt a Resolution Approving a Service Provider Agreement with O&E Transportation LLC, for a Litter Abatement Project Addressing the Fresno River within the City limits (Report by Daniel Foss)

B-5 Amendment No. 1 to Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. for design services for shoulder paving and sidewalks

Recommendation: Adopt a Resolution Approving Amendments No. 1 to the Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. (BCF) for Design Services for Shoulder Paving and Sidewalks (Report by Keith Helmuth)

B-6 Agreement with Planet Bids, Inc. for Electronic Procurement Software

Recommendation: Adopt a Resolution Approving an Annual Software Services Agreement between the City and Planet Bids, Inc. for Electronic Procurement Software (Kingsley Okereke)

B-7 Amendment No. 2 to the City of Madera Transit System Procurement Guidelines

Recommendation: Adopt a Resolution Approving Amendment No. 2 to the City of Madera Transit System Procurement Guidelines, an Administrative Supplement to the City of Madera's Purchasing Policies and Procedures relating to the Leasing of FTA-assisted Assets to others for Transit Service (Report by Kingsley Okereke)

B-8 Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

Recommendation: Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days (Report by Arnaldo Rodriguez)

B-9 Letter authorizing City Manager to act on behalf of the City of Madera in relation to signing the Official Claim Form for Excess Proceeds with the County of Madera

Recommendation: Approve a Minute Order Approving the letter Authorizing City Manager to act on behalf of the City in relation to signing the Official Claim Form for Excess Proceeds with the County of Madera (Report by Kingsley Okereke)

B-10 Agreement with CDM-Smith for Professional Engineering Services for the completion of design of Water Well 37, Project W-GW-001

Recommendation: Adopt a Resolution Approving an Agreement with CDM-Smith for \$50,312.00 for professional engineering services for the design of Water Well No. 37 Improvements, City Project No. W-GW-001 (Report by Keith Helmuth)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None

E. ADMINISTRATIVE REPORTS:

E-1 Fiscal Year Budget 2022/2023 Presentation and Workshop

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

E-2 Direction on future training opportunities for City Council and Community Engagement

Recommendation: Presentation, Council review, discuss and provide direction to staff (Report by Arnaldo Rodriguez)

E-3 Appointment of a 3rd Councilmember to Ad-Hoc Committee to participate in negotiations on a tax sharing agreement between the City and the County

Recommendation: Appoint a third Councilmember to serve on the Ad-Hoc Committee (Report by Arnaldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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

G. CLOSED SESSION:

G-1 Liability Claim Pursuant to Section §54956.95

Agency Claimed Against: City of Madera

Claimant: David Davis

ADJOURNMENT:

UPCOMING MEETING DATES:

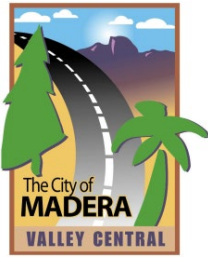
- Wednesday, June 1, 2022
- Wednesday, June 15, 2022

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - 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.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's Office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for May 18, 2022, near the front entrances of City Hall and on the City's website www.madera.gov at 7:00 p.m. on May 12, 2022.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	12/01/2021
Adopted:	05/18/2022

Minutes of a Regular Meeting of the Madera City Council

December 1, 2021
6:00 p.m.

Council Chambers
City Hall

The Council Chambers was open to the public. This meeting was also available for public viewing and participation through Zoom. Members of the public were also able to observe the live streamed meeting on the City’s website at www.madera.gov/live. Members of the public were able to comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 868 6186 9968#. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

The City observed the Madera County Public Health Department physical distancing recommendations. This may have limited seating in the Council Chamber; however, the City had seating available in the foyer. All persons visiting City facilities shall observe health and safety protocols.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6 (Title changed after Item Council Reorg-2.)
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4 (Title changed after Item Council Reorg-2.)

Absent: District 5 Vacant

Councilmember Elsa Mejia, District 5 took her seat at the dais after Item Reorg-1 motion passed.

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Fire Division Chief Matt Watson, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Interim Public Works Director Dan Foss and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Anita Evans

PLEDGE OF ALLEGIANCE: Madera Chamber of Commerce President/CEO Debi Bray

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

COUNCIL REORGANIZATION:

- 1. Declaring the Results of the 2021 Special Municipal Election and the Performance of the Ceremonial Oath of Office**

Recommendation: Council to review the Madera County Elections Office Canvass for District 5 City Council position and by Motion Adopt a Resolution Declaring the Results of the 2021 Special Municipal Election as Certified by the Madera County Elections Office; and Performance of Ceremonial Oath of Office (Report by Alicia Gonzales)

David Vargas, Daniela Florian, Jessica Flowers, Johanna Torres, Giselle, and Espi Sandoval congratulated Councilmember Mejia on winning the election to represent District 5.

No further public comment. Public comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM REORG-1 WAS APPROVED BY A 6/0 VOTE. NOES: NONE. ABSENT: DISTRICT 5 IS CURRENTLY VACANT. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

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

RES 21-165 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DECLARING THE RESULTS OF THE NOVEMBER 2, 2021 ELECTION AS REQUIRED BY LAW

City Clerk Alicia Gonzales performed the ceremonial oath and Councilmember Mejia took her seat at the dais with the Council.

2. Consideration of Selection of Mayor Pro Tem to Serve a One-Year Term

Recommendation: Council to Accept Nominations for Mayor Pro-Tem and make Appointment by Motion to serve a one-year term (Report by Alicia Gonzales)

No public comment was presented. Public comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM REORG-2 NOMINATING COUNCILMEMBER ANITA EVANS AS THE NEW MAYOR PRO TEM WAS APPROVED 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 (Title changed to Mayor Pro Tem after this vote.)
COUNCILMEMBER MEJIA
MAYOR PRO TEM VILLEGAS (Title changed to Councilmember after this vote.)
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.

Johanna Torres suggested translation be provided at future meetings.

Martina Rodriguez congratulated Councilmember Mejia and Mayor Pro Tem Evans.

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

WRITTEN COMMUNICATIONS: None

PRESENTATIONS: None

INTRODUCTIONS: None

A. WORKSHOP: None

COUNCIL REORGANIZATION (Continued):

Mayor Garcia asked Councilmember Mejia and Mayor Pro Tem Evans if they wanted to speak regarding their new positions to the City Council.

Councilmember Mejia said a few words about her new role as Councilmember representing District 5 and the people who helped make that happen.

Mayor Pro Tem Evans stated she is the first woman of color in this position and thanked everyone.

B. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER VILLEGAS, THE CONSENT CALENDAR WAS APPROVED 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
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

B-1 Minutes – May 5, 2021

Recommendation: Approve the City Council Minutes of May 5, 2021

B-2 Informational Report on Register of Audited Demands

Recommendation: Review Register of Audited Demands Report for November 6, 2021 to November 19, 2021 (Report by Anthony Forestiere)

B-3 2021 Downtown Christmas Light Parade Entry Form for City Council Participation

Recommendation: Consideration of a Minute Order Authorizing Submittal of the Entry Form and Authorizing the City Manager to Sign on behalf of the City the Hold Harmless Agreement for City Council Participation in the Downtown Christmas Light Parade (Report by Alicia Gonzales)

B-4 Adoption of Updated Salary Schedule

Recommendation: Adopt a Resolution Approving the Revised City of Madera Full Time Salary Schedule (Report by Wendy Silva)

RES 21-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ADOPTING THE CITY OF MADERA FULL TIME SALARY SCHEDULE

C. PUBLIC HEARINGS: None

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

D-1 Cannabis Business Permits - Consideration of Number of Cannabis Business Permits, Procedure Guidelines and Review Criteria, and Fees

Recommendation: Adopt Resolutions

- 1) Determining the Number and Type of Cannabis Business Permits that may be Issued in the City; and
- 2) Establishing Fees for Cannabis Business Permits; and
- 3) Establishing Procedure Guidelines and Review Criteria to Govern the Application and Selection Process for Various Types of Cannabis Business Permits (Report by Arnolando Rodriguez)

Kirk Atamian spoke on social equity and fairness to local residents.

Rico Saldivar spoke on social equity and fairness to local residents.

Roman stated he is excited to see growth that would happen in the downtown area. He asked that they move forward with this item. He stated people should not be favored for having a criminal record.

No further Public Comment. Public Comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-1 WAS APPROVED BY A 5/2 VOTE. NOES: MAYOR GARCIA AND COUNCILMEMBER VILLEGAS. ABSENT: NONE. ABSTAIN: NONE.

THE MOTION PASSED WITH THE FOLLOWING VOTE:

**YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER RODRIGUEZ
COUNCILMEMBER MONTES
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA**

**NO: 2 - COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

RES 21-167 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DETERMINING THE NUMBER AND TYPE OF CANNABIS BUSINESS PERMITS THAT MAY BE ISSUED IN THE CITY OF MADERA

RES 21-168 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING FEES FOR COMMERCIAL CANNABIS BUSINESS PERMITS

RES 21-169 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ESTABLISHING PROCEDURE GUIDELINES AND REVIEW CRITERIA TO GOVERN THE APPLICATION AND SELECTION PROCESS FOR VARIOUS TYPES OF COMMERCIAL CANNABIS BUSINESS PERMITS

D-2 Initiation of Proceedings for the Annexation of the Omni Subdivision into Community Facilities District 2005-1

Recommendation:

- 1) Adopt a Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005-01; and
- 2) Adopt a Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District 2005-1 (Report by Gary Conte)

Jerome Keene stated they are agreement with the item but thought this was the final hearing as it was heard previously. City Attorney Hilda Cantu Montoy stated that the process was re-started due to technical procedural problems.

No further Public Comment. Public Comment was closed.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY MAYOR PRO TEM EVANS, ITEM D-2 WAS APPROVED 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
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

RES 21-170 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01

RES 21-171 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (OMNI SUBDIVISION) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 10

D-3 National Opioids Settlements

Recommendation: Adopt Resolution Approving Settlement Agreements With McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., to Agree to Terms of the State-Subdivision Agreements Allocating Settlement Proceeds; Approving Participatory Agreements and Entry Into the State-Subdivision Agreements with the Attorney General; and Authorizing City Manager to Execute Said Documents and Take Related Actions (Report by Hilda Cantu Montoy)

No Public Comment. Public Comment was closed.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-3 WAS APPROVED 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
MAYOR PRO TEM EVANS
COUNCILMEMBER MEJIA
COUNCILMEMBER VILLEGAS
MAYOR GARCIA**

RES 21-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, COUNTY OF MADERA, APPROVING SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUITCA, INC., AGREEMENT WITH TERMS OF THE STATE-SUBDIVISION AGREEMENTS ALLOCATING SETTLEMENT PROCEEDS; APPROVING ENTRY INTO THE STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING CITY MANAGER TO EXECUTE SAID DOCUMENTS AND TAKE RELATED ACTIONS

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.

Councilmember Gallegos mentioned she is a member of the Madera Evening Lions and informed the public about the Downtown Christmas Light Parade on December 2nd at 6:00 p.m .

Councilmember Rodriguez stated that the Greater Madera Kiwanis, community members, and city and county staff are working hard to bring back the 4th of July Fireworks. He stated he is looking forward to participating in the Christmas Parade.

Councilmember Rodriguez asked City Attorney Hilda Cantu Montoy if roll call needed to be called after each vote. Ms. Montoy stated it was required when he'd attended via Zoom. It was not required when all of Council was on-site. She stated it was at the Mayor's discretion.

Councilmember Montes welcomed Councilmember Mejia and congratulated Mayor Pro Tem Evans on her new role.

Mayor Pro Tem Evans congratulated Councilmember Mejia and expressed thanks that they now having a full Council. She mentioned that there is a crosswalk project on Adell and Lake Street and thanked Interim Public Works Director Dan Foss and staff for the flashing stop sign on Ellis and Lake Streets. Mayor Pro Tem Evans mentioned her next "Lunch with the Councilwoman" will take place on Wednesday, December 8th.

Councilmember Mejia thanked all those who showed up to the meeting. She stated the redistricting workshop will be held on Saturday, December 4th from 10:00 a.m. - 11:30 a.m. at the John Wells Youth Center.

Councilmember Villegas congratulated Councilmember Mejia and Mayor Pro Tem Evans. He stated he participated with the Food Bank in several events where they handed out food for Thanksgiving.

Mayor Garcia congratulated Dan Foss on his non-profit, the O.L.I.V.E. Foundation, for receiving the Non-Profit of the Year award from Senator Caballero's office. Mayor Garcia stated that Madera Ford will be giving away 200 bikes to children on Saturday, December 18th at 10:00 a.m. and asked if anyone would like to volunteer to put the bikes together on Saturday, December 11th at 10:00 a.m. He stated he will miss the meeting on December 15th as he will be on vacation out of the country.

G. CLOSED SESSION: None

ADJOURNMENT: The meeting was adjourned at 7:30 p.m. Next regular meeting on December 15, 2021.

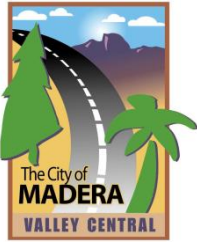
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

SANTOS GARCIA, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for April 23, 2022 to May 6, 2022.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of April 23, 2022 to May 6, 2022 is summarized in the following tables. Attachment A contains Warrants while Table 2 is a summary of the wire transfers.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrants</i>	32670 – 32789	\$1,211,987.36

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$568,508.23
<i>SDI</i>	EDD	\$2,249.63
<i>CalPERS Payment</i>	CalPERS	\$0

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2021/2022 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 2021/2022 budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

ATTACHMENT A

CITY OF MADERA REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT May 18, 2022

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32670	04/25/2022	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	OCTOBER 2020 PD CAR WASHES	\$ 350.50
32671	04/25/2022	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	\$ 89.06
32672	04/25/2022	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,161.65
32674	04/25/2022	PD OPS	PD OPS	TIM J LAW	EMPLOYMENT BACKGROUND	\$ 1,400.00
32675	04/25/2022	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	GSP ANNUAL REPORT	\$ 5,463.62
32676	04/25/2022	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 271.25
32676	04/25/2022	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 249.55
32676	04/25/2022	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 238.70
32676	04/25/2022	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	\$ 325.50
32677	04/25/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 03/16/22-03/31/22	\$ 717.25
32677	04/25/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 03/01/22-03/15/22	\$ 712.94
32677	04/25/2022	FIRE	MEAS K - FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF - BULK DIESEL	\$ 4,669.72
32678	04/25/2022	PW ADMIN	AIRPORT OPS	MICHAEL GRAHAM	AIRPORT GATE MAINTENANCE	\$ 48,903.91
32679	04/25/2022	FINANCE	COMM & REC	AT&T	03/22 CALNET 3 SERVICE 9391026396	\$ 237.76
32679	04/25/2022	FINANCE	SR CITIZEN COMM	AT&T	03/22 CALNET 3 SERVICE 9391026398	\$ 22.43
32679	04/25/2022	FINANCE	SR CITIZEN COMM	AT&T	03/22 CALNET 3 SERVICE 9391026403	\$ 25.38
32679	04/25/2022	FINANCE	PD OPS	AT&T	03/22 CALNET 3 SERVICE 9391059143	\$ 1,085.52
32679	04/25/2022	FINANCE	PD OPS	AT&T	03/22 CALNET 3 SERVICE 9391026401	\$ 22.43
32679	04/25/2022	PD OPS	PD OPS	AT&T	03/22 CALNET 3 SERVICE 9391031578	\$ 177.09
32679	04/25/2022	PD OPS	PD OPS	AT&T	03/22 CALNET 3 SERVICE 9391031566	\$ 167.08
32680	04/25/2022	FINANCE	PD OPS	AT&T	03/22 FIRSTNET SVS 287300735068	\$ 40.24
32681	04/25/2022	FACILITIES	AIRPORT OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - AIRPORT	\$ 48.50
32681	04/25/2022	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FRANK BERGON	\$ 48.50
32681	04/25/2022	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PAN AM CENTER	\$ 135.00
32681	04/25/2022	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - MILLVIEW	\$ 48.50
32681	04/25/2022	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - YC	\$ 250.00
32681	04/25/2022	FACILITIES	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PCS YC	\$ 48.50
32681	04/25/2022	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - ENG	\$ 48.50
32681	04/25/2022	FACILITIES	ENGINEERING	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - RDA	\$ 48.50
32681	04/25/2022	FACILITIES	FACILITIES MAINT	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CITY YARD FRONT	\$ 48.50
32681	04/25/2022	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE STATION #6	\$ 48.50
32681	04/25/2022	FACILITIES	FIRE	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - FIRE STATION #7	\$ 48.50
32681	04/25/2022	FACILITIES	INTERMODAL BLDG	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - INTERMODAL	\$ 48.50
32681	04/25/2022	FACILITIES	UB - WATER	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - CH FINANCE	\$ 145.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32681	04/25/2022	FACILITIES	WATER OPS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - PW	\$ 48.50
32681	04/25/2022	FACILITIES	WWTP	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE - WWTP	\$ 48.50
32682	04/25/2022	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 789.65
32683	04/25/2022	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 63.73
32683	04/25/2022	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 18.86
32683	04/25/2022	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 18.92
32683	04/25/2022	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 135.45
32683	04/25/2022	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 90.62
32683	04/25/2022	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.86
32683	04/25/2022	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 126.49
32683	04/25/2022	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 27.87
32683	04/25/2022	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 99.59
32683	04/25/2022	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 18.92
32683	04/25/2022	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.86
32683	04/25/2022	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.86
32683	04/25/2022	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 45.79
32683	04/25/2022	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.83
32683	04/25/2022	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 45.48
32683	04/25/2022	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 45.80
32683	04/25/2022	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 54.77
32683	04/25/2022	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 32.34
32683	04/25/2022	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.83
32683	04/25/2022	FINANCE	SR CITIZEN COMM	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 36.83
32683	04/25/2022	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 30.11
32683	04/25/2022	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 30.11
32683	04/25/2022	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 59.25
32683	04/25/2022	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 41.31
32683	04/25/2022	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 18.92
32683	04/25/2022	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 27.87
32683	04/25/2022	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 18.86
32683	04/25/2022	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 03/22	\$ 27.87
32684	04/25/2022	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 2,187.00
32685	04/25/2022	HR	HR/RISK MGT	CPS HR CONSULTING	BILINGUAL EXAM	\$ 1,135.00
32686	04/25/2022	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 04/01/22-04/15/22	\$ 16,260.00
32687	04/25/2022	PD OPS	MEAS K - PD	FRESNO CITY COLLEGE	POLICE ACADEMY REGISTRATION	\$ 939.00
32688	04/25/2022	FACILITIES	FIRE	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - FIRE STATION 58	\$ 1,395.02
32688	04/25/2022	FACILITIES	SEWER OPS	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - MEADOWS LIFT	\$ 1,357.53

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32688	04/25/2022	FACILITIES	WATER OPS	INDUSTRIAL ELECTRICAL CO.	GENERATOR MAINTENANCE - WELL 38	\$ 1,907.41
32689	04/25/2022	FINANCE	PAYROLL TRUST	M A C E A	04/22 MONTHLY DUES	\$ 1,775.00
32690	04/25/2022	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9900549	\$ 100.00
32690	04/25/2022	FINANCE	WATER CONSERV	CITY OF MADERA	SMART IRR CONTROLLER REBATE - 9920398	\$ 89.98
32690	04/25/2022	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE - 9921568	\$ 200.00
32691	04/25/2022	FINANCE	PAYROLL TRUST	M.C.E.A.	04/22 MONTHLY DUES	\$ 290.00
32692	04/25/2022	PW ADMIN	AIRPORT OPS	MADERA CO. ENVIRONMENTAL HEALTH DEPT	CUP OVERSIGHT SURCHARGE	\$ 37.00
32693	04/25/2022	FINANCE	PAYROLL TRUST	M P O A	04/22 MONTHLY DUES	\$ 6,585.44
32694	04/25/2022	BUILDING	BUILDING	MADERA TRIBUNE	RECRUITMENT AD - COMBO BUILDING INSPECTOR	\$ 72.20
32694	04/25/2022	HR	HR/RISK MGT	MADERA TRIBUNE	PUBLIC NOTICE - CITY ORDINANCE	\$ 188.50
32694	04/25/2022	PARKS	PARKS ADMIN	MADERA TRIBUNE	REQUEST FOR QUALIFICATIONS - PARKS	\$ 126.75
32694	04/25/2022	PLANNING	PLANNING	MADERA TRIBUNE	PUBLIC HEARING NOTICE	\$ 1,449.50
32694	04/25/2022	PW ADMIN	STREETS	MADERA TRIBUNE	REQUEST FOR BID - SIDEWALK REPAIR	\$ 280.00
32694	04/25/2022	WWTP	WWTP	MADERA TRIBUNE	REQUEST FOR BID - WWTP	\$ 130.00
32695	04/25/2022	FLEET MAINT	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 03/22	\$ 5.84
32695	04/25/2022	FLEET MAINT	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 03/22	\$ 31.16
32695	04/25/2022	FLEET MAINT	FLEET MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 03/22	\$ 11.33
32695	04/25/2022	FLEET MAINT	PARKS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 03/22	\$ 234.91
32695	04/25/2022	FLEET MAINT	STREETS	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE - 03/22	\$ 124.92
32696	04/25/2022	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	\$ 304.62
32697	04/25/2022	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 136.24
32697	04/25/2022	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 2,978.47
32697	04/25/2022	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 1,514.67
32697	04/25/2022	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 4,494.15
32697	04/25/2022	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 1,621.27
32697	04/25/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/22 SERVICE 5207933925-6	\$ 69.20
32697	04/25/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9787342989-4	\$ 121.35
32697	04/25/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 2,648.26
32697	04/25/2022	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 647.89
32697	04/25/2022	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 330.27
32697	04/25/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 8675479583-8	\$ 43.85
32697	04/25/2022	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 3,227.25
32697	04/25/2022	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 70.92
32697	04/25/2022	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 1,070.56
32697	04/25/2022	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 548.10
32697	04/25/2022	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 16.49
32697	04/25/2022	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 29,321.86

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32697	04/25/2022	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	03/22 SERVICE 0443905948-8	\$ 9.91
32697	04/25/2022	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 35.60
32697	04/25/2022	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 20.07
32697	04/25/2022	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 40.09
32697	04/25/2022	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	03/22 SERVICE 6948316261-1	\$ 48.34
32697	04/25/2022	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	02/22 SERVICE 9920095153-3	\$ 18,420.61
32697	04/25/2022	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	03/22 SERVICE 9920095153-3	\$ 3,934.76
32698	04/25/2022	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	\$ 7,519.05
32699	04/25/2022	PD OPS	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 420.00
32700	04/25/2022	ENGINEERING	CDBG PUB IMPR	SEAL RITE PAVING	CONSTRUCTION SERVICES - SIDEWALK IMPROVEMENT	\$ 78,860.90
32701	04/25/2022	WWTP	WWTP	SPARKLETTS	LAB & DRINKING WATER	\$ 205.94
32702	04/25/2022	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5F20I002618	\$ 434.50
32702	04/25/2022	PW ADMIN	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5F20I002618	\$ 1,303.50
32703	04/25/2022	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	\$ 12,894.96
32704	04/25/2022	FLEET	FLEET ACQUISITION	TRU-TRAILERS, INC.	14 FT DUMP TRAILER	\$ 12,574.53
32705	04/25/2022	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 26,397.44
32706	04/25/2022	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 64.75
32706	04/25/2022	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 152.85
32706	04/25/2022	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 76.02
32706	04/25/2022	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 50.95
32706	04/25/2022	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 51.42
32706	04/25/2022	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 152.04
32706	04/25/2022	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 121.99
32706	04/25/2022	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ (42.34)
32706	04/25/2022	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 38.01
32706	04/25/2022	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 0.75
32706	04/25/2022	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 101.90
32706	04/25/2022	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 13.59
32706	04/25/2022	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 4.76
32706	04/25/2022	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 0.47
32706	04/25/2022	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 3.90
32706	04/25/2022	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 142.90
32706	04/25/2022	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 38.01
32706	04/25/2022	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 110.91
32706	04/25/2022	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 16.08
32706	04/25/2022	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 45.80
32706	04/25/2022	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 03/11/22-04/10/22	\$ 441.12

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32707	04/25/2022	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 11,100.00
32708	04/25/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 160.00
32709	04/25/2022	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
32710	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1006 PAPAYA	\$ 113.22
32711	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1221 NEBRASKA	\$ 124.59
32712	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 604 WILLIAMS	\$ 296.07
32713	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 245 RIVER POINTE	\$ 27.85
32714	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1438 CONCORD	\$ 132.91
32715	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1288 CHERRY	\$ 75.09
32716	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 2723 SANDLEWOOD	\$ 17.85
32717	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 124 EAST LOOP	\$ 51.10
32718	04/25/2022	FINANCE	WATER UTILITY	OTP- UB REFUNDS	UB TERM REFUND 503538	\$ 18.75
32719	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 116 N Q	\$ 34.26
32720	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 629 E YOSEMITE	\$ 44.76
32721	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 2013 GRAPEFRUIT	\$ 172.54
32722	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1029 E CLARK	\$ 298.91
32723	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB 248 S DOUBLE TREE CREDIT REFUND	\$ 244.58
32724	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 1025 SONORA	\$ 113.74
32725	04/25/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 3592 WHITE SANDS	\$ 97.28
32726	05/03/2022	PD OPS	PD OPS	KER'S GAS & LUBE, INC.	03/22 PD CAR WASHES	\$ 335.00
32727	05/03/2022	CITY CLERK	CITY COUNCIL	GARCIA, SANTOS	PER DIEM - 2022 CITY LEADERS SUMMIT - LOCC	\$ 208.50
32728	05/03/2022	PD OPS	PD OPS	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS - VARIOUS	\$ 113.66
32729	05/03/2022	FINANCE	UB - GARBAGE	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 312.50
32729	05/03/2022	FINANCE	UB - SEWER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 312.50
32729	05/03/2022	FINANCE	UB - WATER	A-MAIS TECHNOLOGIES INC.	CUSTOMIZATION OF A MAIS SOFTWARE	\$ 625.00
32730	05/03/2022	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	03/22 TRANSIT OPERATOR	\$ 94,843.43
32730	05/03/2022	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	03/22 TRANSIT OPERATOR	\$ 46,258.52
32731	05/03/2022	PD OPS	PD OPS	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES 05/22	\$ 4,000.00
32732	05/03/2022	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB - MEDICAL WASTE	\$ 149.81
32733	05/03/2022	GRANTS	CDBG PUB IMPR	HABITAT FOR HUMANITY FRESNO INC.	CDBG 20-21 HOME REPAIR PROGRAM	\$ 90,067.19
32734	05/03/2022	PD OPS	PD OPS	EICHMAN, JEFFREY	PER DIEM - OFF ROAD EVOC	\$ 280.25
32735	05/03/2022	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 8.62
32735	05/03/2022	CITY CLERK	FINANCE	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL	\$ 8.68
32736	05/03/2022	PD OPS	MEAS K - PD	DOOLEY ENTERPRISES, INC.	AMMUNITION	\$ 816.59
32737	05/03/2022	FINANCE	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 154.39
32737	05/03/2022	FINANCE	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 452.47
32737	05/03/2022	FINANCE	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 226.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32737	05/03/2022	FINANCE	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 367.10
32737	05/03/2022	FINANCE	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 536.53
32737	05/03/2022	FINANCE	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 153.48
32737	05/03/2022	FINANCE	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 222.84
32737	05/03/2022	FINANCE	FLEET MAINT	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 166.47
32737	05/03/2022	FINANCE	FLEET MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 132.29
32737	05/03/2022	FINANCE	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 567.58
32737	05/03/2022	FINANCE	LMD SERVICES	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 38.99
32737	05/03/2022	FINANCE	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 3,197.25
32737	05/03/2022	FINANCE	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 2,314.05
32737	05/03/2022	FINANCE	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 635.60
32737	05/03/2022	FINANCE	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 1,833.48
32737	05/03/2022	FINANCE	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 1,539.83
32737	05/03/2022	FINANCE	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 1,401.01
32737	05/03/2022	FINANCE	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 2,048.64
32737	05/03/2022	FINANCE	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 430.39
32737	05/03/2022	FINANCE	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 305.33
32737	05/03/2022	FINANCE	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL CITY VEHICLES 04/01/22 - 04/15/22	\$ 6,694.84
32737	05/03/2022	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 04/01/22-04/15/22	\$ 581.75
32738	05/03/2022	GRANTS	CALTRANS - TRANSIT	WSP USA INC.	MADERA TRANSIT PLAN CONSULTANT	\$ 9,813.32
32738	05/03/2022	PD OPS	PD OPS	WSP USA INC.	RECRUITMENT ADS	\$ 1,697.40
32739	05/03/2022	ENGINEERING	ENGINEERING	FACILITY DESIGNS INC	OFFICE FURNITURE	\$ 9,121.78
32740	05/03/2022	CITY CLERK	CITY COUNCIL	EVANS, ANITA	PER DIEM - 2022 CITY LEADERS SUMMIT - LOCC	\$ 208.50
32741	05/03/2022	CITY CLERK	CITY COUNCIL	VILLEGAS, ATREMIO	PER DIEM - 2022 CITY LEADERS SUMMIT - LOCC	\$ 208.50
32742	05/03/2022	FINANCE	GENERAL TRUST	CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY	MPD ASSET FORFEITURE - VARIOUS	\$ 127.92
32743	05/03/2022	ENGINEERING	SEWER CAPITAL	MKN & ASSOCIATES	PROFESSIONAL ENGINEERING SERVICES	\$ 53,278.31
32744	05/03/2022	PW ADMIN	AIRPORT CAPITAL	BRANDLEY ENGINEERING INC	PROFESSIONAL ENGINEERING SERVICES	\$ 23,197.50
32745	05/03/2022	PD OPS	PD OPS	CINTAS CORPORATION	MEDICAL SUPPLIES	\$ 58.56
32746	05/03/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	WEEKLY SAMPLING	\$ 570.00
32746	05/03/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	QUARTERLY SAMPLING	\$ 617.00
32746	05/03/2022	WATER	WATER QUALITY	DELLAVALLE LABORATORY,INC.	CONFIRMATION SAMPLES	\$ 207.00
32747	05/03/2022	FINANCE	AIRPORT OPS	AT&T	03/22 SERVICE 831-000-6408-576	\$ 592.23
32747	05/03/2022	FINANCE	BUILDING	AT&T	03/22 SERVICE 831-000-6408-576	\$ 120.51
32747	05/03/2022	FINANCE	CITY ATTORNEY	AT&T	03/22 SERVICE 831-000-6408-576	\$ 39.25
32747	05/03/2022	FINANCE	CITY CLERK	AT&T	03/22 SERVICE 831-000-6408-576	\$ 33.05
32747	05/03/2022	FINANCE	CODE ENF	AT&T	03/22 SERVICE 831-000-6408-576	\$ 660.41
32747	05/03/2022	FINANCE	COMM & REC	AT&T	03/22 SERVICE 831-000-6408-576	\$ 1,844.88

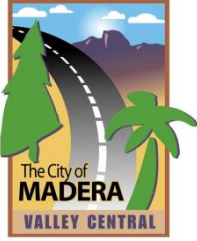
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32747	05/03/2022	FINANCE	COMPUTER MAINT	AT&T	03/22 SERVICE 831-000-6408-576	\$ 124.64
32747	05/03/2022	FINANCE	ENGINEERING	AT&T	03/22 SERVICE 831-000-6408-576	\$ 276.83
32747	05/03/2022	FINANCE	FINANCE	AT&T	03/22 SERVICE 831-000-6408-576	\$ 94.34
32747	05/03/2022	FINANCE	FIRE	AT&T	03/22 SERVICE 831-000-6408-576	\$ 1,185.16
32747	05/03/2022	FINANCE	GRANT OVERSIGHT	AT&T	03/22 SERVICE 831-000-6408-576	\$ 115.69
32747	05/03/2022	FINANCE	HR/RISK MGT	AT&T	03/22 SERVICE 831-000-6408-576	\$ 78.51
32747	05/03/2022	FINANCE	PLANNING	AT&T	03/22 SERVICE 831-000-6408-576	\$ 101.23
32747	05/03/2022	FINANCE	UB - GARBAGE	AT&T	03/22 SERVICE 831-000-6408-576	\$ 230.03
32747	05/03/2022	FINANCE	UB - SEWER	AT&T	03/22 SERVICE 831-000-6408-576	\$ 230.01
32747	05/03/2022	FINANCE	UB - WATER	AT&T	03/22 SERVICE 831-000-6408-576	\$ 460.01
32747	05/03/2022	FINANCE	CITY MANAGER	AT&T	03/22 SERVICE 831-000-6408-576	\$ 39.25
32747	05/03/2022	FINANCE	PD OPS	AT&T	03/22 SERVICE 831-000-6408-576	\$ 660.41
32748	05/03/2022	FINANCE	MEAS K - FIRE	AT&T	04/22 CALNET 3 SERVICE 9391068734	\$ 45.79
32748	05/03/2022	FINANCE	SEWER OPS	AT&T	04/22 CALNET 3 SERVICE 9391031570	\$ 211.65
32748	05/03/2022	FINANCE	PD OPS	AT&T	04/22 CALNET 3 SERVICE 9391020514	\$ 167.08
32749	05/03/2022	GRANTS	INTERMODAL BLDG	ARAMARK UNIFORM SERVICES	JANITORIAL CLEANING/MATS - TRANSIT	\$ 359.22
32749	05/03/2022	PD OPS	PD OPS	ARAMARK UNIFORM SERVICES	MATS - PD	\$ 50.00
32750	05/03/2022	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 01/22-03/22	\$ 1,876.98
32751	05/03/2022	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 0.24
32751	05/03/2022	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 98.24
32751	05/03/2022	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 87.60
32751	05/03/2022	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 30.48
32751	05/03/2022	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 124.73
32751	05/03/2022	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 33.90
32751	05/03/2022	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 19.70
32751	05/03/2022	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 13.12
32751	05/03/2022	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 111.36
32751	05/03/2022	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 98.24
32751	05/03/2022	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 98.24
32751	05/03/2022	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 37.87
32751	05/03/2022	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 98.24
32751	05/03/2022	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 72.39
32751	05/03/2022	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 54.55
32751	05/03/2022	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 7.17
32751	05/03/2022	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	MPD COPIER 03/22	\$ 65.44
32751	05/03/2022	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE 03/22	\$ 77.35
32752	05/03/2022	FINANCE	COMPUTER MAINT	COMCAST	04/22 SVS 8155500320322006	\$ 92.88

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32753	05/03/2022	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 446.00
32754	05/03/2022	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING - STATION 58	\$ 659.50
32754	05/03/2022	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES	\$ 30.00
32754	05/03/2022	WWTP	WWTP	DIAMOND COMMUNICATIONS	UPDATED SECURITY CODES	\$ 30.00
32755	05/03/2022	PW ADMIN	FACILITIES MAINT	FASTENAL COMPANY	TOOL FOR FACILITIES	\$ 68.46
32756	05/03/2022	PD OPS	MEAS K - PD	FRESNO CITY COLLEGE	POLICE ACADEMY REGISTRATION	\$ 3,220.00
32757	05/03/2022	PD OPS	PD OPS	FRESNO POLICE DEPARTMENT	RANGE FEES - 04/18/22 - 4/27/22	\$ 720.00
32758	05/03/2022	PD OPS	PD OPS	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAMS	\$ 834.00
32759	05/03/2022	PD OPS	SUPP LAW ENF	MADERA COUNTY ANIMAL SERVICES	VET EXAM	\$ 53.10
32760	05/03/2022	FINANCE	GENERAL TRUST	MADERA COUNTY	MPD ASSET FORFEITURE - VARIOUS	\$ 3,069.88
32761	05/03/2022	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	MPD ASSET FORFEITURE - VARIOUS	\$ 1,854.34
32762	05/03/2022	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	MPD ASSET FORFEITURE - VARIOUS	\$ 8,314.26
32763	05/03/2022	CITY CLERK	CITY CLERK	MADERA TRIBUNE	PUBLICATION OF ORDINANCE 988 CS	\$ 435.50
32763	05/03/2022	PURCHASING	DIF/PARKS	MADERA TRIBUNE	REQUEST FOR BID - DEMOLITION	\$ 200.00
32763	05/03/2022	PURCHASING	MEAS K - FIRE	MADERA TRIBUNE	REQUEST FOR BID - DEMOLITION	\$ 200.00
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 04/21	\$ 390.05
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 05/21	\$ 488.25
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 06/21	\$ 712.42
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 07/21	\$ 466.84
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 08/21	\$ 487.09
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 09/21	\$ 403.15
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 10/21	\$ 386.97
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 11/21	\$ 629.66
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 12/21	\$ 523.14
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 01/22	\$ 641.86
32764	05/03/2022	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 03/22	\$ 709.95
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 04/21	\$ 390.05
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 05/21	\$ 488.24
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 06/21	\$ 712.41
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 07/21	\$ 466.84
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 08/21	\$ 487.09
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 09/21	\$ 403.14
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 10/21	\$ 386.96
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 11/21	\$ 629.65
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 12/21	\$ 523.13
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 01/22	\$ 641.85
32764	05/03/2022	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL USAGE TRANIST - 03/22	\$ 709.94

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
32765	05/03/2022	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 05/22	\$ 412,955.86
32766	05/03/2022	FLEET	FLEET ACQUISITION	MOTOROLA SOLUTIONS INC.	RADIO UPGRADES - PD	\$ 5,042.61
32767	05/03/2022	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICES	\$ 1,700.00
32768	05/03/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/22 SERVICE 6690755760-8	\$ 90.95
32768	05/03/2022	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	04/22 SERVICE 1619119913-8	\$ 97.54
32769	05/03/2022	ENGINEERING	WATER CAPITAL	QUAD-KNOPF ENGINEERING	PROFESSIONAL ENGINEERING SERVICES	\$ 15,409.74
32770	05/03/2022	ENGINEERING	WWTP	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5F20C389874	\$ 496.00
32771	05/03/2022	ENGINEERING	FAU CMAQ	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL ENGINEERING SERVICES	\$ 25,209.92
32771	05/03/2022	ENGINEERING	LTF - STREETS	TJKM TRANSPORTATION CONSULTANTS	PROFESSIONAL ENGINEERING SERVICES	\$ 3,517.53
32772	05/03/2022	PARKS	COMM & REC	TK ELEVATOR CORPORATION	YC ELEVATOR MAINTENANCE	\$ 589.68
32773	05/03/2022	PD OPS	PD OPS	WEBSTER, NICHOLAS	PER DIEM - FIELD TRAINING SUPERVISOR COURSE	\$ 277.50
32774	05/03/2022	PARKS	AQUATICS PROGRM	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	\$ 111.60
32775	05/03/2022	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PECAN SQUARE TRACT MAP REVIEW	\$ 155.00
32776	05/03/2022	FINANCE	GENERAL TRUST	OVERPAYMENTS	ASSET FORFEITURE	\$ 2,050.80
32777	05/03/2022	FINANCE	WATER FUND	AR REFUNDS	METER 2 DEPOSIT REFUND	\$ 1,700.00
32777	05/03/2022	FINANCE	WATER UTILITY	AR REFUNDS	METER 2 DEPOSIT REFUND	\$ (443.89)
32778	05/03/2022	FINANCE	WATER FUND	AR REFUNDS	METER 31 DEPOSIT REFUND	\$ 1,700.00
32779	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - SUNRISE ROTARY	\$ 50.00
32780	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC REDWOOD AREA	\$ 50.00
32781	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
32782	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PICNIC AREA 1	\$ 50.00
32783	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
32784	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - ROTARY PAVILION	\$ 50.00
32785	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 50.00
32786	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 50.00
32786	05/03/2022	PARKS	PARKS	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 115.00
32787	05/03/2022	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARKS DEPOSIT REFUND - LTC PAVILION	\$ 50.00
32788	05/03/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 228 RIVER POINTE	\$ 128.07
32789	05/03/2022	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERM REFUND 112 SARAH	\$ 112.00

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 1,211,987.36



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met May 3, 2022, and approved eligibility lists for the following classifications:

- Combination Building Inspector
- Associate Planner
- Senior Planner
- Water System Worker I
- Police Officer Trainee

The following employees began employment with the City since our last report.

Table 1: New Hires and Re-hires				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Beatriz Solano	Public Safety Dispatcher	Police Department	PT	4/12/22
Adileni Rueda	Planning Intern	Planning	PT	4/18/22

Table 1: New Hires and Re-hires, continued				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Adrian Gomez	Park Aide	Parks & Community Services	PT	4/19/22
David Cornish	Construction Inspector II	Engineering	PT	4/25/22
Wesly Vasquez	Park Aide	Parks & Community Services	PT	4/25/22
Daniel Ventura	Park Aide	Parks & Community Services	PT	5/3/22
Hugo Aguilar	Park Aide	Parks & Community Services	PT	5/10/22
Adrian Pacheco	Park Aide	Parks & Community Services	PT	5/10/22

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

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Tara Maggiore	Records Clerk	Public Safety Dispatcher (provisional appointment)	4/18/22
Anthony Forestiere	Interim Director of Financial Services	Financial Services Manager	5/9/22

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Jose Navarro	Park Aide	Parks & Community Services	PT	2/4/22
Beatriz Solano	Public Safety Dispatcher	Police	FT	4/11/22
Daisy Hernandez	Records Clerk	Police	FT	4/14/22
Eli Nunez	Public Works Maintenance Worker I	Public Works – Water Division	FT	4/22/22

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

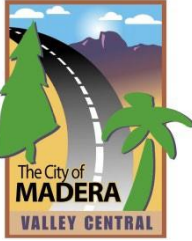
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

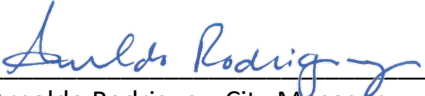
Approved by:

Council Meeting of: May 18, 2022



Dan Foss, Interim Public Works Director

Agenda Number: B-4



Arnaldo Rodriguez, City Manager

SUBJECT:

Service provider agreement with O&E Transportation LLC, for litter abatement project in the Fresno River

RECOMMENDATION:

Adopt a resolution approving a service provider agreement with O&E Transportation LLC, for a litter abatement project addressing the Fresno River within the city limits

SUMMARY:

In an effort to beautify the City, staff has actively cleaned the river, primarily through contracted services. In the recent past, the City employed three companies. While the City has experienced varying degrees of success, the task is challenging given the terrain, necessary equipment, and challenges associated with communicating with those living in the river. In March of 2022, four companies were contacted to perform additional river clean up in the Fresno River, within the City limits, including:

- Junk King
- Mid Valley Disposal
- Haul-R-US, and
- O&E Transportation (O&E)

Based on their prior experience providing similar services to the City, Junk King and Haul-R-US declined further work. Said two companies conducted work in 2021 and are accurately familiar with some of the challenges discussed above. After a brief period, both companies declined additional work due to the difficulty of working in the river bottom and other concerns, such as the high banks and soft sand. Mid Valley Disposal also declined to participate in the Fresno River litter abatement project, citing that this would require a more specialized operation. Fortunately,

O&E expressed interest and has performed well. As a result, staff is recommending that Council approve a contract with O&E.

While the task is for river clean-up, the proposed service provider agreement with O&E is not intended to displace people experiencing homelessness, but rather to remove trash and/or debris and improve the visual aesthetics. Moreover, it is imperative that trash be removed to mitigate potential hazards during fires and to keep the channel clear in the event of water flows, which staff acknowledges are not likely this season due to the ongoing drought.

DISCUSSION:

Since March of 2022, O&E Transportation has removed a total of 134.6 tons of waste and refuse from the Fresno River bottom. To continue progressing these efforts, a service provider agreement of O&E's services will need to be implemented. This is necessary since O&E is the only company that is equipped and willing to provide their services. Due to the amount of refuse in the river, time is of the essence with serious health and safety concerns to secure a service provider. Staff has also noticed a drastic decrease in fires since employing O&E to remove the excess trash.

The term of the service agreement will commence on May 18, 2022, and conclude on May 17, 2023. During this time the City will be issuing an RFP to try to reach more interested vendors in sufficient time to meet the City's needs at the end of the agreement with O&E Transportation.

FINANCIAL IMPACT:

O&E Transportation will be charging \$575 per every 16 yards that is serviced (one full trailer load), which includes manpower and track loader fees. It should be noted that during a full work week, O&E Transportation has been able to remove over 300 yards (nearly 20 loads) of trash. For reference, 300 yards is approximately 40 tons of material (determinant of the density of refuse being removed). This means on a very busy week, total expenses can equate upwards of \$10,000 or more.

Currently, the river bottom is in much better condition and we intend to utilize O&E Transportation more sparingly. We are estimating approximately 300 yards of refuse to be removed per month, and staff will monitor in order to not exceed this amount under normal conditions.

In addition, Council is aware the City was recently notified it was selected to receive \$832,350 through the Clean California Local Grant Program, administered by Caltrans. The grant specifically asked for \$200,000 for litter abatement efforts in the Fresno River and Vernon McCullough River Trail through the grant performance period ending June 30, 2024. Although the grant agreement is not yet executed, the plan and intent is to offset litter abatement costs in the Fresno River with this grant funding, as litter abatement is a permitted eligible expense under the grant. The City understands it may only begin incurring eligible costs upon execution of the grant agreement with Caltrans. Until the grant is executed, costs associated with the project will be financed by

money set aside in the City's Street division budget, as well as any future expenses considered ineligible costs under the grant.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is addressed in the Vision Plan for a Quality Environment within Strategy #434.7 – Promote increased protection for the Fresno River.

ALTERNATIVES:

If Council chooses not to adopt this service provider agreement, the City will not be able to continue its litter abatement efforts in the Fresno River for the next several months. This may result in increased trash, litter, debris accumulating in the river, as well as the progress conducted thus far being impacted.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 - Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA
APPROVING A SERVICE PROVIDER AGREEMENT WITH O&E
TRANSPORTATION LLC SERVICE PROVIDER AGREEMENT WITH O&E
TRANSPORTATION LLC, FOR LITTER ABATEMENT PROJECT IN THE FRESNO
RIVER**

WHEREAS, conditions on the Fresno River are such that they present serious health and safety concerns; and

WHEREAS, the City has a need to secure Fresno River clean up services from a qualified professional; and

WHEREAS, the City contacted four companies to perform the clean-up services and O&E Transportation was the only company that is equipped and willing to provide the services needed by the City in the Fresno River; and

WHEREAS, time is of the essence with serious health and safety concerns to secure a service provider; and

WHEREAS, O&E Transportation, has been identified as a firm having the necessary experience and qualifications to provide these services; and

WHEREAS, the City will be issuing an RFP to try to reach more interested vendors in sufficient time to meet the City's needs at the end of an agreement with O&E Transportation.

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 service provider agreement with O&E Transportation for river clean up services attached hereto as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption.

* * * * *

**SERVICE PROVIDER AGREEMENT BETWEEN
THE CITY OF MADERA AND O&E TRANSPORTATION**

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and O&E TRANSPORTATION LLC ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider.

RECITALS

- A. City has sought quotes for services regarding clean-up of the Fresno River.
- B. Service Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Service Provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.
- C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.
- D. City desires to retain Service Provider, and Service Provider 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 Service Provider agree as follows:

AGREEMENT

1. Scope of Services. Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.
2. Commencement of Services; Term of Agreement. Service Provider shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on May 18, 2022, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through May 17, 2023, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement.
 - (a) Continuity of Personnel. Service Provider shall make every reasonable effort to

maintain the stability and continuity of Service Provider's staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.

3. Compensation for Services. The total amount of this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000). City shall compensate Service Provider for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Cost Breakdown attached hereto as **Exhibit A** and incorporated herein by this reference.

(b) Each month Service Provider shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), the number of dumpsters filled by dated, and sub-Service Provider contracts.

(c) City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

4. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship

between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which

Service Provider or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

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

7. Subcontractor Provisions. Service Provider shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Service Provider owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Service Provider; and (c) compliance with all laws and certifications as required under this Agreement.

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

9. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of

Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

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

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

13. Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects

shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

15. City Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

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

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Service Provider.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

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

d. Effect of Termination. Upon receipt of a termination notice (or completion of

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

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

18. Indemnity and Defense. Service Provider 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 Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the active negligence, 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 Service Provider's performance of this agreement, the Service Provider 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.

19. Compliance with All Laws. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider 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, Service Provider shall not assign the payment of any monies due Service Provider 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 Service Provider directly to Service Provider.

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

To City: Adam Gonzales, Administrative Analyst
Public Works
1030 S Gateway Dr Madera, CA 93637
Email: agonzales1@madera.gov

To Service Provider: Oscar Ramirez
O&E Transportation LLC
270 S. Apricot Ave
Fresno, CA 93727
Email: oetransportation@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

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

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

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

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

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

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

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

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

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

31. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

O&E Transportation LLC

By: _____
Santos Garcia, Mayor

By: _____
Oscar Ramirez, Owner

Date: _____

Date: _____

ATTEST:

Alicia Gonzales, City Clerk

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

**EXHIBIT A
COST BREAKDOWN & SCOPE OF SERVICES**



O&E Transportation LLC

City of Madera River Clean-up

Service	Description of service	Rate
16 Yard dumpster	This fee includes- removing material such as but not limited to pvc pipe, plastic, wood, paper, and cans and glass from the river. We are coordinating with Code Enforcement to ensure nobody is residing in the encampments as well as communicating when any valuable items are found before disposing. Every morning we are walking sections of the river to remove any new material that has been brought back into previously cleaned sections with the intent of discouraging individuals from continuing to come back and rebuilding after we have removed building material. The rate is for every 16-yard dumpster filled to the allowed limit and includes the labor.	\$575 / Load
Track Loader with grapple	Backfilling holes in the river previously used as living structures as well as assisting in removing building material that have damaged river banks and natural habitats from hard-to-reach areas.	(This service is being included with the dump fee)

EXHIBIT B INSURANCE REQUIREMENTS

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.

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

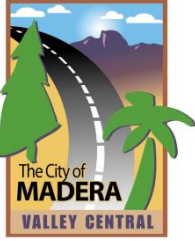
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

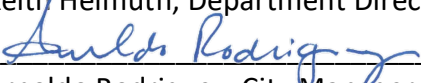


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-5

SUBJECT:

Amendment No. 1 to Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. (BCF) for design services for shoulder paving and sidewalks

RECOMMENDATION:

Adopt a Resolution approving Amendment No. 1 to the Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. (BCF) for design services for shoulder paving and sidewalks

SUMMARY:

At the request of Staff, BCF submitted an amendment to their contract for additional engineering services on City Project R-93 Washington School sidewalks (one of five projects in the contract). The amendment includes two additional blocks of sidewalks on Dellavalle Avenue and Austin Avenue between E. Lincoln Avenue and E. Rush Street. CMAQ funding is to be used for the engineering and construction of the additional sidewalks.

BACKGROUND:

On April 6, 2022, Council approved a Consultant Services Agreement with BCF for professional engineering design services for five (5) shoulder paving and sidewalk projects.

The original scope of work for City Project R-93, Washington School area sidewalks was the construction of sidewalks on Dellavalle Avenue and Austin Avenue between E. Lincoln Avenue and E. Rush Streets. These streets are immediately adjacent to Washington School. The CMAQ funding also includes installation of sidewalks on Dellavalle Avenue and Austin Avenue between E. Rush St and E. Cleveland Avenue immediately to the north.

On April 21, 2022, the City requested an engineering proposal from BCF for the expanded scope for City Project R-93, Washington School area sidewalks. On April 26, 2022, BCF submitted a proposal. The City and BCF subsequently negotiated the Amendment to the contract for a fee of \$ 34,830.00 for the additional work.

In accordance with the City's Capital Improvement Program (CIP), construction of shoulder paving and sidewalk projects will be funded in Fiscal Year (FY) 2022/23 primarily by CMAQ funds with matching funds from Measure T and Local Transportation Funds (LTF) Streets funds.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from CMAQ funds, LTF – Streets, and Measure T – Environmental Enhancement funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 433 - Maintain or improve air quality through innovative programs and cooperative local plans. Ensure adherence to State and Federal air- quality policies.

ALTERNATIVES:

As an alternative, Council may direct staff to not accept the amendment to the agreement with BCF. Delays could result in loss of funds.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1
 - i. Exhibit A
2. Location Map

ATTACHMENT 1

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AMENDMENT NO. 1 TO THE CONSULTANT
SERVICES AGREEMENT WITH BLAIR, CHURCH, AND FLYNN CONSULTING
ENGINEERS, INC. (BCF) FOR DESIGN ENGINEERING FOR SHOULDER
PAVING AND SIDEWALKS**

WHEREAS, the City of Madera entered into an agreement with BCF for design engineering services for five shoulder paving and sidewalks project; and

WHEREAS, additional engineering services by BCF are required for one of the projects, City Project R-93, Washington School area sidewalks; and

WHEREAS, the City of Madera (City) requested a Proposal from BCF for the additional design services; and

WHEREAS, BCF submitted an acceptable engineering proposal for the additional engineering services for City Project R-93, Washington School area sidewalks; and

WHEREAS, adequate funds are available in the project budget for these additional costs.

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

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all the information presented including the report to the Council from the Engineering Department.
3. Amendment No. 1 to Consultant Services Agreement with Blair, Church, and Flynn Consulting Engineers, Inc. in the amount of \$34,830.00 for additional engineering design services for City Project R-93 Washington School area sidewalks, a copy of which is attached hereto as Exhibit 1, is approved.
4. This resolution is effective immediately.

///

EXHIBIT 1

**AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH
BLAIR, CHURCH, AND FLYNN CONSULTING ENGINEERS, INC. (BCF) FOR
DESIGN ENGINEERING FOR SHOULDER PAVING AND SIDEWALKS.**

This Amendment No. 1 to the consultant services agreement for the shoulder paving and sidewalks project, specifically City Project R-93 (hereinafter call "AGREEMENT"), between the City of Madera (hereinafter call "CITY") and BCF (hereinafter called "ENGINEER") is entered into this 18th day of May, 2022.

WHEREAS, the City has a project for needing engineering services for sidewalks on Dellavalle Avenue and Austin Avenue between E. Rush Street and E Cleveland Avenue, hereinafter called "PROJECT"; and

WHEREAS, the CITY and ENGINEER entered into an agreement dated April 6, 2022 for shoulder paving and sidewalks, and specifically City Project R-93, Washington School area sidewalks; and

WHEREAS, CITY requested changes to the scope for additional design services for City Project R-93; and

WHEREAS, Amendment No. 1 to Agreement is necessary to revise the Scope of Work, Term, and Compensation for the additional engineering services

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Shoulder Paving and Sidewalks (5 projects) dated April 6, 2022 between CITY and ENGINEER shall be amended as follows:

SECTION 1. Article I, Section A of the Agreement shall be amended by adding the following text to the end of said Section:

ENGINEER shall provide additional professional engineering services as set forth in EXHIBIT A to this Amendment No. 1 and incorporated by reference.

SECTION 2. Article II Cost Proposal of the Agreement shall be amended by adding the following:

ENGINEER shall provide the additional professional engineering services for a fee of \$ 34,830.00 as identified in EXHIBIT A to Amendment No. 1 and incorporated by reference.

SECTION 3. All references to Cost, Scope, and Fee in AGREEMENT shall apply to this Amendment No. 1.

SECTION 4. Except as amended by this Amendment No. 1, all terms and conditions of the original Agreement shall remain in full force and effect.

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

CITY OF MADERA

Santos Garcia, Mayor

**BLAIR CHURCH & FLYNN
CONSULTING ENGINEERS, INC.**



Jeff Brans

Title: Vice President

94-1424814
Taxpayer ID Number

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

EXHIBIT A

EXHIBIT A

CITY OF MADERA ENGINEERING SERVICES FOR FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS

CHANGE ORDER NO. 1 – R-93 WASHINGTON SCHOOL SIDEWALKS

PROJECT APPROACH AND SCOPE OF SERVICES

Change Order Background

The additional work associated with this change order consists of curb and gutter, sidewalks, and access ramps on Austin Avenue and Delavalle Avenue, between Cleveland Avenue and Rush Street. This additional work will be incorporated into the R-93 Washington School Sidewalks that is part of our consultant services agreement.

Change Order Work Plan

The additional work shall be accomplished through the implementation of a five-part work plan incorporating the following phases:

- Schematic Design Phase (30%)
- Design Development Phase (60%)
- Construction Document Phase (90% and Final)
- Bidding Phase
- Construction Phase and General Construction Contract Administration

Schematic Design Phase

Additional topographic surveys will be performed as required to provide adequate topographic information to allow for design of the required improvements. Existing rights-of-way will also be determined and included in the project base mapping.

Topographic surveys for this additional work will be performed using ground survey methods.

Utility companies, agencies, and districts that are expected to have utilities in the project area will be contacted to obtain information relative to existing utilities in the additional project areas, and the information received will be added to the project base mapping.

The additional plan sheets and estimated construction items will be included in the Schematic Design Phase submittal for the R-93 project in conformance with the scope of services described in the consultant services agreement for the overall project.

Design Development Phase

The Design Development Phase will include the preparation and submittal of preliminary (approximately 60% design completion) plans, specifications, and estimates (PS&E) for the R-93 project incorporating the additional work described in this proposal. The 60% PS&E submittal will be in conformance with the consultant services agreement for the overall project.

Additional comments from the 30% plans will be incorporated into the 60% PS&E documents. If required, we will discuss any additional comments in the scheduled meeting described in the consultant services agreement for the overall project. Additional details will be prepared and added to the plans, and technical specifications as required.

The cost estimates will be updated as required to address any additional City comments.

Construction Document Phase

The Construction Document Phase shall include the preparation and submittal of 90%, 100% and final level documents, including the additional work described in this proposal, in conformance with the consultant services agreement for the overall project.

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support

Additional supporting documents and exhibits shall be prepared from the additional design plans and provided to the City for their use in preparing the environmental clearance documents.

Blair, Church & Flynn Consulting Engineers will provide the additional engineering services for the R-93 project enumerated in the following task outline.

PART 1 SCHEMATIC DESIGN PHASE

A. PROJECT MANAGEMENT AND ADMINISTRATION

1. Update Project Management Plan, Including:
2. Additional Coordination of Design Staff and Resources

B. SCHEMATIC DESIGN

1. Conduct Additional Site Investigations
2. Conduct Additional Office and Field Utility Investigations
3. Conduct Additional Topographic Surveys
4. Research and Plot Additional Existing Right-of-Way Information
5. Update Base Mapping, Incorporating:
 - a. Topographic Survey
 - b. Existing Utility Information
 - c. Existing Rights-of-Way
6. Prepare Additional 30% Level Plans
 - a. Design Proposed Improvements
 - b. Determine Right-of-Way Needs
 - c. Determine Utility Conflicts
 - d. Update Schematic Cover and Index Sheets
 - e. Prepare Additional Schematic Plan Drawings
7. Update Estimate of Quantities and Cost

PART 2 DESIGN DEVELOPMENT PHASE

A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES

1. Receive Additional Comments from Reviewers
2. Update Preliminary Cover and Index Sheets
3. Prepare Additional Preliminary Plan and Profile (if Necessary) Drawings
4. Prepare Additional Preliminary Construction Detail Drawings
5. Prepare Additional Preliminary Technical Specifications
6. Incorporate Additional Work into Itemized Estimate of Quantities and Cost
7. Address Additional Schematic Design Review Comments

B. UTILITY AND AGENCY COORDINATION

1. Identify Additional Conflicting Utilities and Assist City with Coordination with Utility Owners for Relocation Efforts

C. CEQA AND NEPA SUPPORT

1. Prepare Additional Documents and Exhibits as Requested by the City for Their Use in Obtaining Environmental Clearance

PART 3 CONSTRUCTION DOCUMENT PHASE

A. DRAFT FINAL DESIGN

1. Receive Additional Comments from Reviewers
2. Update Draft Final Cover and Index Sheets
3. Prepare Additional Draft Final Plan and Profile (if Necessary) Drawings
4. Prepare Additional Draft Final Construction Detail Drawings
5. Prepare Additional Draft Final Technical Specifications
6. Incorporate Additional Improvements into Itemized Estimate of Quantities and Cost
7. Address Additional Preliminary Review Comments

B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES

1. Receive Additional Comments from Reviewers
2. Prepare Additional Final Plans
3. Prepare Additional Final Specifications
4. Prepare Additional Final Itemized Estimate of Quantities and Cost
5. Address Additional Draft Final Review Comments
6. Address Additional Final Review Comments

PART 4 BIDDING PHASE

A. BID SERVICES

1. No Services are Included, and Can Be Included as Extra Work

PART 5 ENGINEERING SERVICES DURING CONSTRUCTION

A. CONSTRUCTION SERVICES

1. No Services are Included, and Can Be Included as Extra Work

ASSUMPTIONS

- A. The assumptions for this proposal are consistent with the assumptions contained in the consultant services agreement for the overall project.

April 21, 2022

**PRELIMINARY ENGINEERING FEE ESTIMATE FOR
CITY OF MADERA
FEDERALLY FUNDED SIDEWALKS AND SHOULDER PAVING PROJECTS
CHANGE ORDER NO. 1, PROJECT R-93 - WASHINGTON SCHOOL SIDEWALKS
FILE NO. 221-0388**

DESCRIPTION	PRIN- CIPAL HRS @ \$170	PE 3 HRS @ \$160	PE 2 HRS @ \$150	ASST ENG 2 HRS @ \$110	DESIGN TECH HRS @ \$110	CAD 3 HRS @ \$98	CAD 1 HRS @ \$75	ADMIN ASTNT HRS @ \$65	SUBS MAT'L S @ 1.0	MILES @ \$0.560	TOTALS	SUB- TOTALS
PART 1 SCHEMATIC DESIGN PHASE												\$19,860
A. PROJECT MANAGEMENT AND ADMINISTRATION												\$400
1. Update Project Management Plan	-	0.5	-	-	-	-	-	-	-	-	\$80	
2. Additional Coordination of Design Staff and Resources	-	2	-	-	-	-	-	-	-	-	\$320	
B. SCHEMATIC DESIGN												\$19,460
1. Conduct Additional Site Investigations	-	-	-	1	-	-	-	-	-	-	\$110	
2. Conduct Office and Field Utility Investigations	-	-	1	-	-	2	-	-	-	-	\$346	
3. Conduct Additional Topographic Surveys and Research/Plot Existing R/W	-	1	1	-	-	-	-	-	\$ 13,646	-	\$13,956	
4. Research and Plot Additional Existing Right-of-Way Information	-	-	-	-	-	-	-	-	-	-		
5. Update Base Mapping	-	-	-	-	-	4	-	-	-	-	\$392	
6. Prepare Additional 30% Level Plans	-	1	6	8	-	20	-	-	-	-	\$3,900	
7. Update Estimates of Quantities and Cost	-	0.5	1	3	-	2	-	-	-	-	\$756	
PART 2 DESIGN DEVELOPMENT PHASE												\$8,046
A. PRELIMINARY PLANS, SPECIFICATIONS AND ESTIMATES												\$5,782
1. Receive Additional Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	\$310	
2. Update Preliminary Cover and Index Sheets	-	-	1	1	-	3	-	-	-	-	\$554	
3. Prepare Additional Preliminary Plan and Profile Drawings	-	-	3	1	-	8	-	-	-	-	\$1,344	
4. Prepare Additional Preliminary Construction Detail Drawings	-	-	2	2	-	6	-	-	-	-	\$1,108	
5. Prepare Additional Preliminary Technical Specifications	-	-	2	2	-	-	-	-	-	-	\$520	
6. Incorporate Additional Work Into Itemized Estimate of Quantities and Cost	-	0.5	2	3	-	2	-	-	-	-	\$906	
7. Address Additional Schematic Design Review Comments	-	-	4	4	-	-	-	-	-	-	\$1,040	
B. UTILITY AND AGENCY COORDINATION												\$740
1. Identify Additional Conflicting Utilities & Assist City in Coordination with Utility Owners for Relocation	-	-	2	4	-	-	-	-	-	-	\$740	
D. CEQA AND NEPA SUPPORT												\$1,524
1. Prepare Additional Documents and Exhibits as Requested by the City	-	-	2	4	-	8	-	-	-	-	\$1,524	
PART 3 CONSTRUCTION DOCUMENT PHASE												\$6,923
A. DRAFT FINAL DESIGN												\$4,072
1. Receive Additional Comments from Reviewers	-	1	1	-	-	-	-	-	-	-	\$310	
2. Update Draft Final Cover and Index Sheets	-	-	0.5	0.5	-	2	-	-	-	-	\$326	
3. Prepare Additional Draft Final Plan and Profile Drawings	-	-	1	1	-	4	-	-	-	-	\$652	
4. Prepare Additional Draft Final Construction Detail Drawings	-	-	1	1	-	2	-	-	-	-	\$456	
5. Prepare Additional Draft Final Technical Specifications	-	-	4	2	-	-	-	-	-	-	\$820	
6. Incorporate Additional Improvements Into Itemized Estimate of Quantities and Cost	-	-	1	2	-	1	-	-	-	-	\$468	
7. Address Additional Preliminary Review Comments	-	-	4	4	-	-	-	-	-	-	\$1,040	
B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES												\$2,851
1. Receive Additional Comments from Reviewers	-	2	2	-	-	-	-	-	-	-	\$620	
2. Prepare Additional Final Plans	-	0.5	1	-	-	4	-	-	-	-	\$622	
3. Prepare Additional Final Specifications	-	-	2	2	-	-	-	-	-	-	\$520	
4. Prepare Additional Final Itemized Estimate of Quantities and Cost	-	-	1	1	-	0.5	-	-	-	-	\$309	
5. Address Additional Draft Final Review Comments	-	-	2	2	-	-	-	-	-	-	\$520	
7. Address Additional Final Review Comments	-	-	1	1	-	-	-	-	-	-	\$260	
TOTALS	-	10	49.5	49.5	-	68.5	-	-	\$ 13,646	-	\$34,829	\$34,829
									USE		\$34,830	\$34,830

ATTACHMENT 2

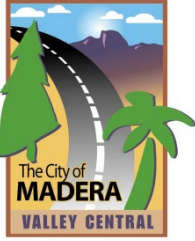
ATTACHMENT 2 CHANGE ORDER #1, R-93

**ADDED CONTRACT LIMITS
CHANGE ORDER #1**
**ADD NEW SIDEWALK AND ACCESS RAMPS
DELAVALLE AVE FROM E. RUSH ST. TO E.
CLEVELAND AVE**

**ADDED CONTRACT LIMITS
CHANGE ORDER #1**
**ADD NEW SIDEWALK AND ACCESS RAMPS
AUSTIN AVE FROM E. RUSH ST. TO E.
CLEVELAND AVE**

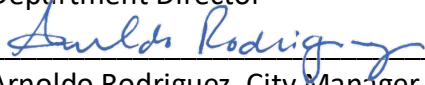
EXISTING CONTRACT LIMITS
**NEW SIDEWALK AND ACCESS RAMPS
DELAVALLE AVE. FROM E. LINCOLN AVE
TO E. RUSH STREET**

EXISTING CONTRACT LIMITS
**NEW SIDEWALK AND ACCESS RAMPS
AUSTIN AVE FROM E. LINCOLN AVE TO
E. RUSH STREET**



REPORT TO CITY COUNCIL

Approved by: 

Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-6

SUBJECT:

Agreement with Planet Bids, Inc. for Electronic Procurement Software

RECOMMENDATION:

Adopt the Resolution Approving an Annual Software Services Agreement between the City and Planet Bids, Inc. for Electronic Procurement (eProcurement) Software

SUMMARY:

This software services agreement is for Planet Bids, Inc., an eProcurement company that provides a web-based platform with a modular suite of solutions to help government procurement teams better serve their organizations.

DISCUSSION:

Web-based eProcurement software platforms are used by many agencies to enhance their procurement methods. These platforms allow agencies to reach a larger pool of vendors, increasing vendor participation with proposals that offer a broader selection of goods and services, as well as more competitive pricing. The City currently uses a link on the City's Engineering webpage to eBidboard's web-based platform and a link on the City's Purchasing webpage to manage the procurement process. These methods are limiting and oftentimes do not reach as many potential vendors resulting in low vendor engagement and bids that aren't competitively priced.

In an effort to improve the City's procurement process, staff researched online bid and vendor management services that could enhance the City's procurement practices. In addition to streamlining the City's procurement process, the goal is to have a transparent, fair, and competitive procurement system while remaining in compliance with the various State and

Federal codes and regulations. To reach this goal, staff searched for a system that would be able to meet the following requirements:

- Improve reach to potential vendors
- Ensure compliance with various regulations
- Maintain a bid specification and document library
- Streamline the procurement process
- Ensure timely and comprehensive bid document distribution
- Allow for secure electronic bid submittals

Staff researched several vendors that provide eProcurement systems that could provide resources to properly document the procurement processes and improve transparency. More specifically, there are four companies that appear to be industry leaders. Staff compared products, which are summarized in Table 1.

Table 1: Comparison¹				
	<i>eBidboard²</i>	<i>Bonfire</i>	<i>PlanetBids</i>	<i>Tyler MUNIS</i>
Implementation/Setup Fee	\$0	\$3,000	\$0	\$29,073
1 st Year Fee	\$0	\$4,975	\$5,875	\$2,716
Interfaces with Tyler MUNIS	No	No	No	Yes
Offers Vendor Management (maintains a vendor pool that agencies can use)	Yes	Yes	Yes	Yes
Spec/RFP Library for Templates	No	Yes	Yes	No
Ability to Search and View Bid Documents Posted by Other Agencies	Yes	Yes	Yes	Yes
Informal Bidding Capability	No	No	Yes	No
Accepts Electronic Bids	No	Yes	Yes	Yes
Bid Validation	No	Yes	Yes	Yes
Reporting Capabilities	Yes	Yes	Yes	Yes
¹ The City currently uses Tyler MUNIS for City finances, payroll, etc.				
² The City currently uses eBidBoard to advertise Request for Proposals, bis, etc.				

Staff has concluded that PlanetBids, Inc. is a platform that can provide the best value. It is the most robust system that has the capability to manage the procurement and vendor management system for the City. While it will be primarily maintained by the Purchasing Department, it will streamline the procurement process, saving valuable staff time and resources across City departments.

PlanetBids is used nationwide by various government agencies' purchasing departments. Some of the municipalities in California that currently use PlanetBids include:

- Anaheim
- Chula Vista
- Bakersfield
- Clovis
- Burbank
- Fresno (City)

- Fontana
- La Mesa
- Pasadena
- San Bernadino
- Temecula
- Huntington Beach
- Long Beach
- Rancho Cucamonga
- Santa Clarita
- West Hollywood
- Irvine
- Modesto
- Salinas
- Santa Monica

FINANCIAL IMPACT:

The financial impact to the General Fund will be:

- Year 1: \$5,875
- Year 2: \$6,021.88
- Year 3: \$6,172.42
- Year 4: \$6,326.73
- Year 5: \$6,484.90

The expenditure will be included in Information Services' proposed budget annually beginning in FY2022/2023.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is consistent with Strategy 115 of the Vision Plan - Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

As an alternative to adopting this resolution, the City Council may continue to have staff use the current procurement process which is less efficient and more labor intensive.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN ANNUAL SUPPORT SERVICE AGREEMENT
BETWEEN THE CITY OF MADERA AND PLANETBIDS FOR COST
EPROCUREMENT SOFTWARE IN THE AMOUNT OF \$5,875.00 FOR THE
FIRST YEAR, \$6,021.88 FOR THE SECOND YEAR, \$6,172.42 FOR THE THIRD
YEAR, \$6,326.73 FOR THE FOURTH YEAR, AND \$6,484.90 FOR THE FIFTH
YEAR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, the City of Madera (the "City") is in need of eProcurement software to streamline the procurement process; and

WHEREAS, PlanetBids, Inc. has agreed to provide the necessary software and support to allow the City to streamline the procurement process; and

WHEREAS, the features offered by the PlanetBids, Inc. eProcurement software are found to be beneficial to the City; and

WHEREAS, the price proposed for the license to implement and maintain the PlanetBids, Inc. eProcurement software is found to be fair and reasonable;

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA does hereby resolve, find and order as follows:

1. The above recitals are true and correct.
2. A copy of the Support Services Agreement is attached as Exhibit A.
3. The City Manager is authorized to execute the Agreement and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

Exhibit A



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

PB System™ SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT (“Agreement”), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 23rd day of February 2022, by and between PLANETBIDS, INC., a California corporation, (“PlanetBids”) and the following customer (“Customer”) for the period from 07-01-22 to 06-30-27:

Customer Name:	<u>City of Madera</u>
Street Address	<u>205 West 4th Street</u>
City, State ZIP	<u>Madera, CA 93637</u>
Department:	<u>Information Services</u>
Principal Contact:	<u>Mark Souders</u>
Title:	<u>Information Services Manager</u>
Phone & Email:	<u>559.661.5411, msouders@madera.gov</u>
Department:	<u>Purchasing</u>
Secondary Contact:	<u>Jennifer Stickman</u>
Title:	<u>Procurement Services Manager</u>
Phone & Email:	<u>559.661.5463, jstickman@madera.gov</u>
Method of Payment:	<u>Net 30 days</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more fully described in Exhibit “A”.

- a) “**Services**” shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit “A” hereto:
- (i) use of the PlanetBids “PB System™” by a specific number of Customer licensed System users
 - (ii) Additional Customer licensed module users
 - (iii) Vendor management and Bid management modules for vendor registration, posting and tracking Bid Requests and other information on Customer’s website or private internet network, and, at Customer’s option, to process and distribute

Bid Requests to additionally available PlanetBids suppliers within their selected categories

- (iv) Advanced eBidding for Public Works add-on module
- (v) Evaluation Management add-on module
- (vi) Business Certification module
 - Prequalification Management (CUPCCAA or Standard version)
 - Business Forms
- (vii) Contract Management module
- (viii) Insurance Certificate Management module
- (ix) Insurance Certificate Management with My Insurance module
- (x) Emergency Operations module (agency-wide access)
- (xi) Access and use of the PlanetBids "Outreach" database

Customer shall not have access or use of any modules or features not listed in Exhibit "A"

b) PlanetBids will not sell any Customer data to any third parties without a written consent from Customer. PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's site on the PlanetBids PB System™.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or stored on the PB System™. PlanetBids shall promptly notify Customer upon its discovery of any such software corruption.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all such improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

Support Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

a) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":

- 1) Customization work in addition to standard set-up shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project. PlanetBids shall not proceed

until approval is received in writing from Customer.

- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available at rates set in Exhibit "B".
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary, at rates set forth in Exhibit "B".

b) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to alan@planetbids.com or mailed to the following address.

**PlanetBids, Inc.
13263 Ventura Blvd., Suite 101
Studio City, CA 91604
Attn: Alan Zavian**

3. Use of Services.

a) The compilations of data and content contained in the PlanetBids "Outreach" database is the proprietary information of PlanetBids. PlanetBids grants to Customer a non-exclusive right to use Outreach compilations solely in connection with bids and procurements solicited using the PlanetBids PB System™ Vendor Management and Bid Management. Customer agrees that it will not copy, use or access the Outreach compilations for any other purpose or for use in connection with any other bid or procurement solicitation service. In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

b) PlanetBids is not responsible for the content and/or transactions that Customer post on or through the Services. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and, in addition to other remedies for breach provided in this Agreement, to remove content which PlanetBids determines to be illegal, offensive, harmful, or otherwise in violation of its operation policies. PlanetBids will provide notice to Customer of any such removal.

1) Customer agrees to comply with all applicable laws, ordinances and regulations and prudent business practices related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

2) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) Although the Customer's solicitation, bid and contract information is collected, processed, managed and stored on the PlanetBids PB System™, PlanetBids does not control or monitor any of such information or processes and is not aware of the specific uses thereof by the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of or related to the communications or Bid Requests and the completed or uncompleted transactions of Customer utilizing the Services.

4. Warranty.

a) PlanetBids warrants that (i) the performance of Services by PlanetBids shall comply with all applicable federal, state, county and local laws and ordinances, and the PlanetBids PB System™ will comply with all applicable safety regulations and codes, (ii) all Services to be performed hereunder will be performed in a professional and workmanlike fashion and will comply with industry standards, (iii) the PlanetBids PB System™ does not infringe or violate any third party patent, copyright or other intellectual property, (iv) the PlanetBids PB System™ will be free from any liens, encumbrances or claims, and for a period of 90 days initial access by Customer, will conform in all material respects to applicable specifications and product descriptions. Further, PlanetBids will not knowingly include therein any malicious code designed to disrupt or otherwise impair the operation of the Services or to permit any surreptitious collection of information.

b) PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS HEREUNDER EXCEED \$2,000,000.00

c) Customer represents and warrants (a) the Customer information provided is current, complete, and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

5. Indemnification.

a) Indemnification. Each party hereto will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); and (ii) personal injury caused by the negligence or willful misconduct of the other party. PlanetBids will have no liability to Customer if any claim of infringement is based solely upon the use of the Services in a manner other than as expressly permitted herein. Customer will have no liability to PlanetBids if any claim of infringement is based upon providing the Services in a manner other than as expressly permitted herein.

b) 9.2 Notice. Each party's indemnification obligations hereunder shall be subject to

(i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

6. Insurance.

Professional (E&O) Liability/Cyber Liability. PlanetBids shall maintain Professional Liability, Technology Errors & Omissions Liability, and Network Security & Privacy Liability insurance with limits of not less than two million (\$2,000,000) per claim and in the aggregate. PlanetBids will list the City of Madera as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out of professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for the PlanetBids System, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of a PlanetBids computer system, network, hardware or software or PlanetBids' professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

7. Term and Termination.

a) Term. This Agreement shall be for a term of five (5) years.

b) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

8. Confidentiality.

a) PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids.

b) Notwithstanding the foregoing, PlanetBids will have the right to use Customer's name, logo and marks only (i) in the performance of the Services, (ii) to list Customer as a prospective user of products and services in the PlanetBids "Outreach" database, and (iii) to identify Customer as a customer and/or user of the Services in PlanetBids marketing materials and on its website. Further, PlanetBids may use any voluntary feedback of Customer on PlanetBids performance, services or products for any reasonable business purpose that is not injurious to Customer.

9. Copyright Protection. The PB System™ and PlanetBids' data formats and compilations are protected by worldwide copyright laws and related international treaties, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, internal functions of the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

10. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. It is recommended that Customer use the latest browsers to ensure that the SSL protocol is acceptable, and you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its usernames and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its username and password, but the Customer shall be responsible for all activity and charges incurred by such employees. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

11. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Except in connection with the sale or merger of all or substantially all of the Company or its business, PlanetBids shall not assign this Agreement without the prior written consent of Customer. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids or Customer to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on Next Page -

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

Customer: City of Madera

By: _____

Alan Zavian
Chief Executive Officer

By: _____

Arnoldo Rodriguez
City Manager

_____(Date)

_____(Date)

EXHIBIT "A"

STATEMENT OF WORK FOR SETUP, IMPLEMENTATION AND TRAINING

1. Customer System Configuration:

Services available to Customer shall be utilized by the Purchasing Department and shall include:

A. Access for up to two (2) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Vendor management and Bid management modules

B. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware, and software infrastructure
- Customer Service – Is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

3. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially install for Customer the specified number of licensed PB System™ users
- PlanetBids will provide a 2.0-hours training online for PB System™ Vendor Management and Bid Management modules

4. PB System™ set-up, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into PB System™ for each licensed user access for Customer.

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

5. Professional Services

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

6. Help Desk

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00 am to 5:00 pm PST, Monday through Friday. Online support, as well as on-line help services are also available at <https://solutions.planetBids.com/support> .

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- A Level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). PB System™ related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.
- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

7. User License(s) Management

It is the responsibility of Customer to monitor and maintain usernames and passwords if and when a licensed user of the PB System™ needs to be reassigned to a new user within the Customer's organization.

EXHIBIT "B"

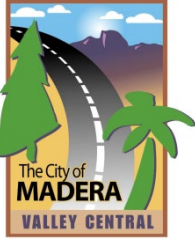
FEES AND PAYMENTS

- a. Support Fees.** Customer agrees to pay PlanetBids a total of \$5,875.00 for Year 1. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. The fees for each Year 2, Year 3, Year 4, and Year 5, as outlined in Table (A) below and are payable in advance within 30 days of the first day of each such year. Any Payments made for actual or subsequent years are not refundable.
- 1) **Set-Up Fee.** Setup fee is waived. Customer shall pay no set-up fee for the PB System™ installation, customization and testing of the PB System™ portal link to Customer’s website, plus administrator set-up and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit “A”.
 - 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$5,875.00 for Year 1 of this Agreement, and for each Year 2, Year 3, Year 4 and Year 5 as outlined in Table (A). A two and a half (2.5) percent increase in fees applies upon renewal each year, as outlined in Table (A).

Table (A)

PB System™ MODULES	SETUP	YEAR 1 2022-2023	YEAR 2 2023-2024	YEAR 3 2024-2025	YEAR 4 2025-2026	YEAR 5 2026-2027
Vendor Management & Bid Management (2 Full User Licenses)	\$0.00	\$5,875.00	\$6,021.88	\$6,172.42	\$6,326.73	\$6,484.90
Sub-Total	\$0.00	\$5,875.00	\$6,021.88	\$6,172.42	\$6,326.73	\$6,484.90
TOTAL	\$5,875.00	\$6,021.88	\$6,172.42	\$6,326.73	\$6,484.90	

- b. Additional Services.** If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.
- 1) Training: \$750.00, for a single online training session of up to 2-hours.
 - 2) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up copy of all data appearing on Customer’s website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer’s data from such back-up files are available, if necessary, at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$145.00 per hour.

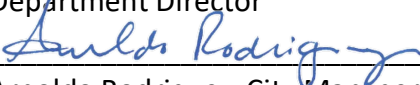


REPORT TO CITY COUNCIL

Approved by: 

Council Meeting of: May 18, 2022

Agenda Number: B-7

Department Director

Arnoldo Rodriguez, City Manager

SUBJECT:

Amendment No. 2 to the City of Madera Transit System Procurement Guidelines

RECOMMENDATION:

Adopt a resolution approving Amendment No. 2 to the City of Madera Transit System Procurement Guidelines, An Administrative Supplement to the City of Madera's Purchasing Policies and Procedures relating to the leasing of FTA-assisted assets to others for transit service

SUMMARY:

Commencing on August 9, 2021, the City has been participating in the Federal Transportation Administration (FTA) Triennial Review of the implementation, oversight, and expenditure of Federal Funds for the 2018 –2021 fiscal years. The purpose of the Triennial Review is to evaluate services provided by the City's transit system, policies and procedures, procurement, and vehicle and facility maintenance. As a result of the review, the FTA determined areas requiring minor corrective action.

The Preliminary Findings of the FTA's Triennial Review require corrective action to both the Madera Transit Center Lease Agreement and the Management and Operation Agreement. Amendments to both Agreements were approved by Council on February 16, 2022, addressing the preliminary finding of SCC8-7. As required in FTA Circular 5010.1E, Chapter IV, Section (5), FTA also requires that each corrective action be supported with procedures for including the required terms and conditions in future leases.

DISCUSSION:

On February 16, 2022, Council approved Resolution No. 22-20 which approved Amendment No. 2 to the Management and Operations (M&O) Agreement regarding the required FTA provision which allows the M&O Agreement to coincide with the Lease Agreement with an expiration date

of June 30, 2023. At the same hearing, Council approved Resolution No. 22-21 which approved Amendment No. 2 to the Lease Agreement regarding the FTA required provisions to include the needed termination language. After submittal of the Amendments to the Agreements regarding the needed provisions, FTA requested that the City also adopts a new or revise its current procedures for including the terms and conditions in future leases.

The pending corrective actions and proposed revisions to the Madera Transit Center Lease Agreement and the Management and Operation agreement are described below.

SCC8-7: Correction Action Required

The recipient must submit to the FTA regional office amended leases of FTA-funded assets to private operators that included the required terms and conditions, along with procedures for including the terms and conditions in future leases.

Transit System Procurement Guidelines – Added Terms and Conditions

H. Leasing FTA Assisted Assets to Others for Transit Service.

The City of Madera may enter into a contract for leasing its federally assisted property to a private operator (the lessee). The lease must be subject to incorporation by reference of the terms and conditions of the Grant or Cooperative Agreement. Under this arrangement, the recipient (the lessor) should include the following provisions in the proposed lease agreement:

1. The federally assisted property shall be operated by the lessee to serve the best interest and welfare of the recipient, lessor, and the public; the terms and conditions for operation of service imposed by the recipient shall be evidence in a service agreement; and
2. The lessee shall maintain the federally assisted property at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures outlined by the recipient; the recipient, lessor, and/or FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the federally assisted property; and
3. The lease needs to cross reference a service agreement. A default under the lease is a default under the service agreement and vice versa.

FINANCIAL IMPACT:

Transit services and personnel time is expended through Local Transportation Funds and other Transit related budgets which are grant funded.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The lease of the MTC supports the Vision Madera 2025 Plan as follows:

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable, and convenient transportation modes for residents and businesses within Madera.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to alter terms of the lease.
2. Request additional information and schedule for a future hearing date.

ATTACHMENTS:

1. Attachment A – Resolution Approving Amendment No. 2

RESOLUTION NO. 22-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING
AMENDMENT NO. 2 TO THE CITY OF MADERA TRANSIT SYSTEM
PROCUREMENT GUIDELINES, AN ADMINISTRATIVE SUPPLEMENT TO THE
CITY OF MADERA'S PURCHASING POLICIES AND PROCEDURES RELATING
TO THE LEASING OF FTA ASSISTED ASSETS TO OTHERS FOR TRANSIT
SERVICE**

WHEREAS, on October 30, 2007, the City of Madera adopted "The City of Madera Transit System Procurement Guidelines, An Administrative Supplement to the City of Madera's Purchasing Policies and Procedures" (Transit System Procurement Guidelines); and

WHEREAS, the Transit System Procurement Guidelines were amended on July 21, 2015;
and

WHEREAS, the FTA has directed modifications to the Transit System Procurement Guidelines.

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 approves Amendment No. 2 to The City of Madera Transit System Procurement Guidelines, An Administrative Supplement to the City of Madera's Purchasing Policies and Procedures by adding Subsection H to Chapter V to read as follows:

H. Leasing FTA Assisted Assets to Others for Transit Service.

The City of Madera may enter into a contract for leasing its federally assisted property to a private operator (the lessee). The lease must be subject to incorporation by reference of the terms and conditions of the Grant or Cooperative Agreement. Under this arrangement, the recipient (the lessor) should include the following provisions in the proposed lease agreement:

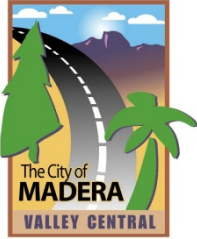
1. The federally assisted property shall be operated by the lessee to serve the best interest and welfare of the recipient, lessor, and the public; the terms and conditions for operation of service imposed by the recipient shall be evidence in a service agreement; and

2. The lessee shall maintain the federally assisted property at a high level of cleanliness, safety, and mechanical soundness under maintenance procedures outlined by the recipient; the recipient, lessor, and/or FTA shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the federally assisted property; and

3. The lease needs to cross reference a service agreement. A default under the lease is a default under the service agreement and vice versa.

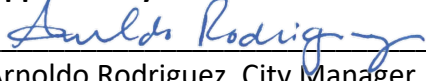
3. This resolution is effective immediately upon adoption.

* * * *



REPORT TO CITY COUNCIL

Approved by:



Arnaldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-8

SUBJECT:

Remote City Council Meetings Under Brown Act Requirements (Assembly Bill 361)

RECOMMENDATION:

Council to decide to adopt a Resolution Reauthorizing Remote Teleconference Public Meetings by the City Council and All Boards, Commissions, and Standing Committees of the City in Accordance with Assembly Bill 361 for a Period of 30 Days

SUMMARY:

On January 19, 2022, the Council elected to return to remote meetings as permitted under AB 361. Approval of the resolution allows for the remote meeting procedures that the City had been using throughout the COVID-19 pandemic, subject to certain requirements that must be considered as part of the determination (by resolution) to adopt remote meeting protocols.

DISCUSSION:

The City may meet via remote teleconferencing if it adopts a resolution, that makes specific findings in support of conducting remote meetings. The City may extend the authorization in additional 30 day increments for the duration of the declared emergency, or until the Council decides to return to in-person meetings, or otherwise continues to comply with the regular remote meeting requirements of the Brown Act.

Table 1 identifies the differences between standard Brown Act remote teleconferencing and AB 361 teleconferencing. It is noted the City must still provide advance notice of public meetings and must continue to post meeting agendas consistent with the provisions of the Brown Act.

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
<p>If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.</p>	<ul style="list-style-type: none"> ▪ Agendas not required to be posted at all teleconference locations. ▪ Meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.
<p>If the legislative body of a local agency elects to use teleconferencing, each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.</p>	<ul style="list-style-type: none"> ▪ Agendas are not required to identify each teleconference location in the meeting notice/agenda. ▪ Local agencies are not required to make each teleconference location accessible to the public.
<p>If the legislative body of a local agency elects to use teleconferencing during the teleconferenced meeting, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.</p>	<ul style="list-style-type: none"> ▪ No requirement to have a quorum of board members participate from within the territorial bounds of the local agency's jurisdiction.
<p>If the legislative body of a local agency elects to use teleconferencing, the agenda shall provide an opportunity for members of the public to address the legislative body directly at each teleconference location.</p>	<ul style="list-style-type: none"> ▪ In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment. ▪ The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. ▪ The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly. ▪ In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the

Table 1: Comparison of Public Meeting requirements (Brown Act vs. AB 361)

<i>Brown Act Requirement</i>	<i>Requirement Under AB 361</i>
	<p>event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.</p> <ul style="list-style-type: none">▪ Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.

ATTACHMENTS:

1. Resolution Regarding Remote Teleconference Meetings

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY
COUNCIL AND ALL BOARDS, COMMISSIONS, AND STANDING
COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361
FOR A PERIOD OF THIRTY DAYS**

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including the City of Madera; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a Proclamation Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020; and

WHEREAS, the City Council of the City of Madera adopted a proclamation of a local emergency related to the COVID-19 virus on March 16, 2020; and

WHEREAS, the City of Madera (“City”) is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and Boards, Commissions, and Standing Committees (hereafter collectively referred to as “legislative bodies;” and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953 (b) (3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;

4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's Boards, Commissions, and Standing Committees to meet safely in person; and
2. The State of California and the County of Madera continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by Council Members as well as Board, Commission, and Standing Committee Members and the

public via Zoom in an effort to protect the constitutional and statutory rights of all attendees;
and

WHEREAS, Government Code Section 54953 (e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to COVID- 19 as set forth in the Governor’s and City’s Proclamations of Emergency and are on-going.

Section 3. The City Council further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor and the City in the City and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City’s Boards, Commissions, and standing committees to meet safely in person and such fact creates an imminent health risk to such members.

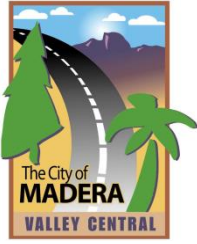
Section 6. The City Council hereby authorizes the City Council and all of the Boards, Commissions, and Standing Committees of City to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all City Council meetings, and all Boards, Commissions, and standing committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) June 17, 2022 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without

compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

* * *



REPORT TO CITY COUNCIL

Approved by: _____

A handwritten signature in blue ink, appearing to be "Arnoldo Rodriguez", written over a horizontal line.

Department Head

A handwritten signature in blue ink, "Arnoldo Rodriguez", written over a horizontal line.

Arnoldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-9

SUBJECT:

Consideration of a letter authorizing the City Manager to act on behalf of the City of Madera in relation to signing the Official Claim Form For Excess Proceeds with the County of Madera

RECOMMENDATION:

Staff recommends approval of the Minute Order approving a letter authorizing the City Manager to act on behalf of the City of Madera in relation to signing the Official Claim Form For Excess Proceeds with the Count of Madera.

SUMMARY:

The City has a lien on a property that was sold by the County of Madera during the May 2021 Tax Defaulted Property Sale. The sale resulted in excess proceeds that will be distributed to the City upon the City filing an Official Claim Form For Excess Proceeds with the County of Madera.

DISCUSSION:

On 07/13/2016 the City filed a lien against a property owner for violations of the City's Municipal Code in the amount of \$56,787.33 in connection with nuisance abatements against the property owner. At the May 2021 County of Madera Tax Defaulted Property Sale, the said property was sold and produced excess proceeds to which the City must file a claim to receive those funds. The deadline to file this claim is June 2, 2022.

FINANCIAL IMPACT:

These funds will add to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

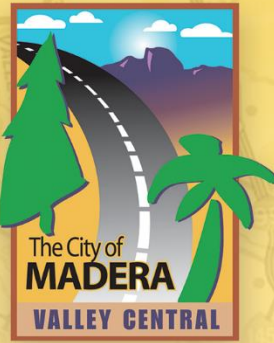
Approval of this resolution is not specifically addressed in the vision 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

Council may elect to not approve this minute order which would cause the City to forfeit the excess proceeds.

ATTACHMENTS:

1. Letter to County of Madera



May 18, 2022

County of Madera
Office of the Treasurer-Tax Collector
200 W. 4th Street, 2nd Floor
Madera, CA 93637

Dear Treasurer-Tax Collector:

As the Council for the City of Madera, we do hereby authorize, Arnoldo Rodriguez, as the City Manager, the authority to sign the Official Claim Form for Excess Proceeds, as an authorized representative of the City of Madera.

Sincerely,

Santos Garcia, Mayor

Anita Evans, Mayor Pro Tem, District 4

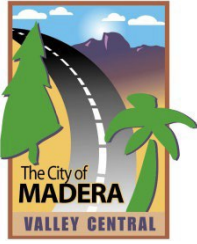
Cecelia Gallegos, Councilmember District 1

Jose Rodriguez, Councilmember District 2

Steven Montes, Councilmember District 3

Elsa Mejia, Councilmember District 5

Artemio Villegas, Councilmember District 6



REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: B-10

SUBJECT:

Agreement with CDM-Smith for Professional Engineering Services for the completion of design of Water Well 37, Project W-GW-001

RECOMMENDATION:

Adopt a Resolution Approving an Agreement with CDM-Smith for \$50,312.00 for professional engineering services for the design of Water Well No. 37 Improvements, City Project No. W-GW-001 ("Project")

SUMMARY:

The Agreement with CDM-Smith is for design engineering services for update of the original plans, specifications and estimates for completion of Water Well No. 37. Funding for the project comes from the City's Water Fund. The total amount of the Agreement is \$50,312.00 for the design, preparation of construction drawings and construction support services.

DISCUSSION:

In 2009, CDM-Smith was hired to provide project plans, specifications, estimates (PS&E) for two City water wells:

- A new Water Well 37, to be located on Granada Drive, north of Cleveland Avenue and
- Upgrades to the existing Water Well No. 18, located at N. Gateway and Central Avenue.

PS&E packages were completed for both wells and was publicly bid on April 24, 2012, in one bid package. The bids received ranged from \$1,006,540 to \$1,243,870, which was within the project budget of \$1.2 million; however due to declining revenues at that time of award (2012) the bids were rejected by City Council due to a lack of available funds. The Well 18 Rehabilitation Project

was rebid as a standalone project in February 2014. Thus, the engineering was completed for both wells, only Well 18 was upgraded while Well 37 was paused.

Ten years have passed since the Well 37 project was bid in 2012, however persistent drought conditions remain in California. To help alleviate the effects of drought within the community the completion of Well 37 was reintroduced into the CIP program as Well No. 37 W-G-001. This project is scheduled for completion in 2023.

While the project was bid in 2012 technical and operational changes related to the project have occurred that should be addressed prior to re-bidding. In particular, the plans need to be re-stamped by a new civil engineer who will provide Responsible Charge capabilities and the PS&E package needs to be reviewed and updated to current engineering design standards.

All engineering projects require a professional engineer to oversee the engineering aspects of the project and assume professional "Responsible Charge" duties for the project. Twelve years have elapsed since the original project plans were wet signed by a civil engineer. Unfortunately, the original Civil Engineer who signed the plans is unavailable to continue to provide this service. In addition, since 10 years has passed, the project plans and specifications need to be reviewed and updated to current design standards.

CDM-Smith provided the original design PS&E package for this project and is the only firm allowed to review, certify and re-stamp the original PS&E package for City use. All other engineering firms could not utilize the existing project plans and would have to effectively "start from scratch" in providing the project plans for this work, which would cost significantly more funding than re-signing the original plans. Staff believes the most financially viable approach is to not solicit this work to other vendors and to have CDM-Smith review, update and stamp the original plans as needed to meet today's design standards. This approach is allowed under City guidelines as CDM-Smith was the original Engineer of Record. Staff has contacted CDM-Smith and negotiated a fee of \$50,312 to provide the requisite services as described above. The work will begin immediately upon approval of this agreement.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund as funds are programmed in the FY 2021/22 Capital Projects Budget from the Water Funds account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 106: Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

Advertise an RFP for this work. Such action will represent a minimum delay of 3 months due to the advertisement period, review new proposals, and selecting a consultant.

ATTACHMENTS:

1. Contract Award Resolution
Exhibit 1: Contract Agreement

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN AGREEMENT WITH CDM-SMITH IN THE
AMOUNT OF \$50,312.00 FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE DESIGN OF WATER WELL NO. 37, CITY PROJECT NO. W-GW-001**

WHEREAS, in 2009 CDM- Smith entered contract with the City of Madera to provide Plans, Specifications and Estimates (PS&E) for the Water Well No. 37 project, City Project W10-01: and

WHEREAS the project was bid in 2012 and bids were subsequently rejected by City Council due to a lack of funding available for this work; and

WHEREAS, CDM-Smith has the familiarity with the project and the technical expertise to update the PS&E package; and

WHEREAS, the Engineering Department negotiated with CDM-Smith to review, revise and re-stamp engineering plans developed for the Water Well No. 37; and

WHEREAS funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year (FY) 2021/22.

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

1. The above recitals are true and correct.
2. The Agreement with CDM-Smith for Professional Engineering Services in an amount not to exceed \$50,312.00 for the Water Well No. 37, City Project No. W-WG-001, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Contract Agreement

**AGREEMENT WITH CDM-SMITH FOR PROFESSIONAL
ENGINEERING SERVICES FOR DESIGN OF WELL 37 IN THE
CITY OF MADERA, PROJECT W – GW-001**

This Agreement made and entered into this (____) day of (____), 2022, between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and CDM Smith Inc. in (San Francisco, CA), hereinafter called “**CONSULTANT** ”.

WITNESSETH

WHEREAS, CITY has funded the design and construction of Water Well 37 (W-GW-001) in the FY 21-22 Capital Improvement Program hereinafter called “Project”: and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the design and construction of water well facilities; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

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

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT.
- b. Review all submittals timely.
- c. Pay all fees for permits.

- d. Available studies, reports, and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provided additional reports and data as required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by the City or others in performing CONSULTANT'S services under this Agreement.
- e. Arrange for access to and make provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

5. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT A, Scope of Work is a not to exceed fee of \$50,312.000 (fifty-thousand, three-hundred and twelve dollars and zero cents), paid on a Time and Materials basis.

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-

consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$50,312.00 (fifty thousand, three hundred, twelve dollars and zero cents).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- \$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 form CG 20 10 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 Consultant 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. CONSULTANT shall submit to the CITY, along with the certificate of

insurance, a Waiver of Subrogation endorsement in favor of the CITY, it's officers, agents, employees, and volunteers.

- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

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

Proof of Insurance

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY 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 policy holders' Rating of A- (or higher) and a Financial Size Category Class VII(or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or non-renewal of coverage for each required coverage.

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

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

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

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Schedule:

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

C. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 16, 2023, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

the CITY representative to wind up the work performed to date of termination.

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

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.
4. In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default.

13. APPROVAL:

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

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's

fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. RESPONSIBILITY FOR OTHERS:

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

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. CONSULTANT recognizes

that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates

17. PARTIES BOUND BY AGREEMENT:

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

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition, or covenant by either party shall not be construed as a waiver of any other term, condition, or covenant.

19. ASSIGNMENT WITH APPROVAL:

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

20. INDEPENDENT CONTRACTOR:

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

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

21. GOVERNING LAW:

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

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized

representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

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

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

24. CONSULTANT'S LEGAL AUTHORITY:

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

25. NOTICES:

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

CITY OF MADERA

CONSULTANT

Engineering Department

CDM Smith Inc.

428 East Yosemite Avenue

220 Montgomery St. # 1418

Madera, CA 93637

San Francisco, CA 94104

26. SOLE AGREEMENT:

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

27. THIRD PARTIES

The services to be performed by CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the Performance of the CONSULTANT's services hereunder.

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

* * * * *

CDM SMITH INC.

By: Tom R Frisher April 27, 2022
Tom Frisher, Client Services Manager

CITY OF MADERA

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A

SCOPE OF WORK

Background

CDM Smith Inc. (CDM Smith) was solicited by the City of Madera (City) to use the previous design to the extent possible and prepare” ready for advertisement” **Construction Documents** (Plans and Specifications) for construction of improvements for City of Madera Well 37 (Site). CDM Smith will produce a bid set with signed and stamped drawings and specifications.

Once construction is underway, CDM Smith will provide Engineering Services During Construction (ESDC).

In order to complete the final design, CDM Smith will need the results of the well test that the City is planning to complete in order to determine current well yield conditions and depth of water in Well 37. The work breakdown structure proposed by CDM Smith includes three tasks and this Scope of Work includes commentary and answers that clarify the scope of work.

Task 1 – Final Design

General

Construction Drawings - CDM Smith will use, as the starting point (base guiding drawing), the completed design drawings prepared by CDM Smith from 2010-2011. The drawings are titled City of Madera Construction Plans for: 2010 – Water System Improvements. Bid Package 1 Municipal Water Wells 37 & 18 Pumps, Appurtenances and Site Improvements Project No. W-10-01. The exception is that well 18 was already built and is not part of the work in this task order.

Commentary 1: The Well 38 example was provided by the City as a guide to the design team. Is it expected that CDM Smith follow the intent of this example and only use these drawings and specifications as a guide, or the Well 38 example should serve as the new format and a more strict and specific content the City expects?

Answer: Well 38 plans and specs will be a guide only and we will be reliant on the existing Well 37 drawings and specifications, with a few minor changes. A new Chlorinator unit is in use and will specified for this well.

Site Civil Grading Plan and Structural

Complete and stamp design

Mechanical and Piping

Complete and stamp Mechanical and Piping Design

Commentary 2: What is the timing of the well 37 draw-test that the developer or City is performing? This information will be necessary to finalize the Mechanical and Piping design and will inform on equipment capacity and sizing. This information on timing of the Well 37 draw test will also inform the delivery schedule.

Answer: The City is anticipating that the well drawdown test will be conducted in the next two months (April/May 2022).

Electrical and Instrumentation

Complete and stamp electrical and Instrumentation Design.

Task will include matching equipment specified 11 years ago with what is currently available in the market. It will include verifying the availability and sizing of the Generator and Automatic Transfer Switch, etc. Verify the instruments called are still what the City wants and if any of equipment is obsolete?

Commentary 3: In the well 38 example, P&ID drawings are provided. The proposed Construction Documents do not include preparation of P&ID drawings. Please confirm that the list of drawings provided will suffice and that there is no requirement to prepare a P&ID drawings as part of this design.

Answer: The Well 37 drawings included E-103, which is a Well 37 Control Schematic Well Pump Diagram. This serves as the PID drawing for this well and the information presented as presented is sufficient for the use on this project. The City confirmed it did not anticipate the need for a PID drawing for the well.

Commentary 4: Is the City continuing to partner with ChlorTec to provide the chemical/disinfection system?

Answer: Yes, the City will be specifying a ClorTec 25 unit for the disinfection system for this well.

Commentary 5: Will the City be partnering with ClorTec to supply disinfection system? If so, Is this something the City will coordinate directly with ClorTec? In the previous set, Division 40 had this responsibility with the City, otherwise CDM Smith will need to take additional responsibility to clarify in the specifications and give direction on the integration of ClorTec PLC with the necessary City IOs that we are using.

Answer: The existing Well 37 plans are designed to incorporate the disinfection system to run when the well is in operation. The City will continue to work with ClorTec on assuring a good product, however, CDM- Smith shall be responsible for the specs that are incorporated into the design and in this case, will utilize the ClorTec 25 unit.

Commentary 6: We assumed no coordination will be needed by CDM Smith with PG&E for the Well 37 site. Please advise what is the significance of PG&E's Rule 6 and what is expected from CDM Smith related to this Rule.

Answer: The City is taking the lead in working with PG&E to supply power to the site.

Preparation of Drawings and Construction Specifications

CDM Smith will use, as the starting point (base specifications), the completed Contract Documents and Construction Specifications for New Municipal Well 37 Pumps, Appurtenances and Site Improvements Project No. W-10-01.

CDM Smith will utilize these documents as base drawings and base specifications and will edit them as required. The intent is not to create new CADD or word documents but edit the previous design.

Changes will be handled by notes and annotations on the source drawings.

CDM Smith will revise the drawings and specifications, where required (either by new code or by changes in equipment naming, vendors, suppliers, catalog equipment numbering, etc.).

The following drawings listing is expected for this project:

**Well 37
Drawings List**

Sheet	Size	Drawing No.	Drawing Name
	8	G-001	Cover Sheet
	8	G-002	Abbreviations and Legends
	8	C-101	Site Plan
	8	C-102	Grading Plan
	8	C-103	Well Section and Discharge Piping
	8	C-104	Chemical Feed Building
	8	C-105	Enclosure Details and Notes
	8	C-106	Well Details
	8	C-107	Piping and Gate Details
0	8	C-108	Piping Details
1	8	E-001	Electrical Legend and Abbreviations
2	8	E-101	Electrical Site Plan
3	8	E-102A	Not Used
4	8	E-102B	Single Line Diagram & Elevations Arrangement B
5	8	E-103	Control Schematic Well Pump
6	8	E-104	Conduit Schedule and Chemical Feed Electrical Plans
7	8	E-105	Control Diagrams
8	8	E-106	Electrical Details

Task 1 Deliverables: One (1) Draft and One (1) Final 100% Design Drawings and Specifications Package. All deliverables will be in electronic format.

Task 2 – Engineering services During Construction (ESDC)

CDM Smith will provide technical answers to field questions from the contractor. These services are strictly restricted to questions about the technical design related to Civil, Mechanical, Electrical and Instrumentation associated with this project. City would provide the actual Construction Management services. CDM Smith assumed 20 hours will be required during this phase of the construction. This equates to review of 5 RFIs or Questions by the Contractor from the field.

Task 2 Deliverables: CDM Smith will respond to questions from the field directed to CDM Smith from the City CM staff after it is determined the questions are technical in nature.

Task 3 – Project Management

CDM Smith will prepare invoices on a monthly basis and will report progress in a regular call to the City. Project work schedule is shown in Exhibit C.

Task 3 Deliverables: Invoices with % complete status.

Fee and Billing Rates

CDM Smith will provide the services to the City for Tasks 1, 2 and 3 at a not-to-exceed cost of **\$50,312**. CDM Smith will invoice the City for services on a monthly basis. CDM Smith billing rates are attached as Exhibit B. These billing rates will be

used in the case where additional work is requested and approved by the City. No additional work beyond this scope will be performed unless first authorized by the City.

City Responsibility

Review the design package and provide one round of comments within two weeks of submittal by CDM Smith on the design drawings and specifications. City will coordinate with PG&E as required to supply power to the site. The City will continue to work with ClorTec on assuring a good product for the disinfection system for Well 37, however, CDM-Smith shall be responsible for the specs that are incorporated into the design and in this case, will utilize the ClorTec 25 unit.

Exclusions/Assumptions

Well 18 is not included in the services, as it was already constructed and commissioned. No field visits are budgeted or factored into Tasks 1, 2 or 3 of this scope of work.

It is expected there will be no structural engineering design required – if such design is determined to be required it will be added to the scope with an added scope and fee.

It is expected there will be no geotechnical engineering design required – if such design is determined to be required it will be added to the scope with an added scope and fee.

Utility coordination with PG&E by the City.

No site survey, topographic survey or boundary survey are required or assumed as part of this Task Order. CDM Smith was informed that the site conditions have not changed since the 2010-2011 submittal of the construction documents package by CDM Smith.

Precast concrete building (shed) for Chemical Feed, it is assumed that a pre-cast shed will be provided and that no Title 24 calculations will be necessary from CDM Smith.

CADD title block, layout, fonts and layering, borders and organization will be the same as was used in the previous Well 37 packages from 2010-2011 and no new City CADD standards will apply to this project. All submittals by CDM Smith are in electronic form (pdf files).

The budget for engineering services during construction was based on 5 RFIs or inquiries from the Contractor or the City during the bidding or construction phase. if additional services are determined to be required it will be added to the scope with an added scope and fee.

EXHIBIT B

Hourly Rate Schedule

The following rates are applicable to CDM Smith Inc.

* 2022 Hourly Rates are shown, effective 4/30/22. CDM Smith may adjust rates up to 3% on an annual basis, but not until May 1, 2023.

Mark-up on ODCs is 5%

Role	Hourly Rate *
	(\$/hour)
Principal In Charge	285
Project Manager	285
Engineer 9 & 10	275
Engineer 8	255
Engineer 7	225
Engineer 6	205
Engineer 5	195
Engineer 4	175
Engineer 3	150
Engineer 2	135
Engineer 1	110
Operations Specialist	240
Constructability/M OPO Lead	180
Cost Estimator	165
Scheduler	190
Spec Writer 2	180
Spec Writer 1	160
Sr. CAD Designer	150
CAD Designer	120
Project Controls	125
Contract Administrator	160
Technical Editor	130
Administration	100

EXHIBIT C

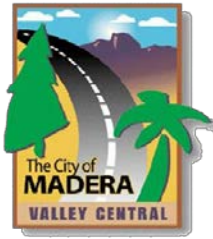
Work Schedule

Assumed Starting Date – July 15, 2022

Well Drawdown Test (by others) July 2022

Draft 99% design submittal – September 13, 2022

Final design submittal – October 17, 2022

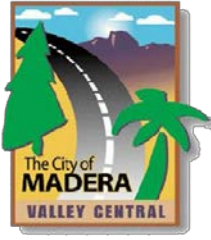


May 18, 2022

**Madera City Council Meeting
Agenda Item E-1**

Presentation for Fiscal Year Budget 2022/2023, Council Review, Discuss
and Provide Direction to Staff
(Report by Kingsley Okereke)

There is no written report for this item.

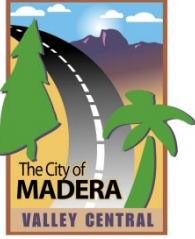


May 18, 2022

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

Direction on future training opportunities for City Council and
Community Engagement
(Report by Arnolando Rodriguez)

There is no written report for this item.



REPORT TO CITY COUNCIL

Approved by:

Arnaldo Rodriguez, City Manager

Council Meeting of: May 18, 2022

Agenda Number: E-3

SUBJECT:

Appointment of a 3rd Councilmember to Ad-Hoc Committee to participate in negotiations on a tax sharing agreement between the City and the County

RECOMMENDATION:

Appoint a third Councilmember to serve on the Ad-Hoc Committee

SUMMARY:

Council may recall that at the May 4, 2022 meeting, Council appointed Councilmembers Gallegos and Montes to serve on the City's Ad-Hoc Committee in future tax sharing agreements with the County. Furthermore, an additional motion was made for the City Manager to deliberate with Madera County in good faith on whether it was agreeable to appoint an additional committee member on behalf of the City. The County has provided confirmation that it is acceptable for the City to have an Ad-Hoc Committee comprised of three members.

Background:

Historically, the City and County have entered into a multi-year tax sharing agreement (TSA) to streamline compliance with the annexation requirements found in State law and to address various other issues as desired by both parties. The current agreement is a three-year agreement executed on June 6, 2017 that was set to sunset on June 5, 2020. Per the TSA, the agreement could be extended for two, one (1) year terms upon mutual written agreement prior to expiration. Two, one-year terms extensions were executed.

DISCUSSION:

The State laws that govern the annexation of property require that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties. Although this agreement may be reached on a project-by-project basis, in many instances cities and counties enter into "master tax sharing agreements" in order to streamline annexation proceedings. Although the State's requirement is to identify how property taxes will

be allocated, the parties to a master TSA may include any issues which they believe are pertinent. Issues that have commonly been addressed in the past include sales tax sharing, development project referrals, jail booking fees, etc.

Key provisions of the current TSA include the following:

- Property tax revenues collected on property that is annexed into the City is shared with the County.
- The County retains the base property tax revenue, which is property tax amount allocated to that jurisdiction in the fiscal year immediately preceding the tax year in which the annexation occurs, and the annual increment is shared with the City receiving one-half (½) of the increment and the County receiving one-half (½) of the increment. The increment is the annual growth of the value of the property, limited by State law (e.g. Proposition 13) to two percent (2%) per year.
- The City pays to the County an amount equal to three percent (3%) of the Bradley Burns sales and use taxes received by the City. The Bradley Burns tax is the one percent (1%) sales and use tax allocated to the City by the State from all sales made within the City of Madera.
- City agrees to pay to the County \$50,000 annually to be dedicated for the funding of the Madera County Library System.
- There is a provision in the agreement for the City to provide law enforcement services to the County in the Parkwood area, which is in the County jurisdiction.
- If the TSA is not extended past the agreement term of June 5, 2022, the City will not be able to annex property into the City limits, without the benefit of project level agreements.

It is noted that the County has designated two Board of Supervisors to serve on the County's behalf to participate in the negotiations.

FINANCIAL IMPACT:

There are no additional financial impacts for appointing an additional Councilmember to the Ad-Hoc Committee considering that Councilmember do not receive any additional benefits above and beyond those currently afforded.

ALTERNATIVES:

The Council may elect to not appoint an additional Ad-Hoc Committee member.

ATTACHMENTS:

None.