REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, December 15, 2021 **Council Chambers**
6:00 p.m. **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: 830 0945 0933#. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

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: Mayor Pro Tem Anita Evans

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. Department of Public Health Update on COVID-19 (Report Madera County Public Health Department)
2. Proclamation Recognizing the 2021 National FFA Veterinary Science Career Development Champions
3. Proclamation Recognizing the Madera South High School Cross-Country Team Division I Champions
4. The Impact of Flavored Tobacco on Youth and Our Community (Report by Madera County Tobacco Control Program)

INTRODUCTIONS: None

A. WORKSHOP:

A-1 Proposition 218 Rate Study for Water, Sewer, Storm Drain, and Solid Waste (Report by Anthony Forestiere)

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 – June 7, 2021

Recommendation: Approve the City Council Minutes of June 7, 2021

B-2 Informational Report on Register of Audited Demands for November 20, 2021 to December 3, 2021

Recommendation: No Action Required (Report by Anthony Forestiere)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Salary Range Assignments for Part Time Positions due to Increases in the California Minimum Wage

Recommendation: Adopt a Resolution Approving the City of Madera Part Time Salary Schedule effective January 1, 2022 (Report by Wendy Silva)

B-5 Approval of Test Rental and Use Agreement for Employment-Related Testing Services

Recommendation: Adopt a Minute Order Approving the Test Rental and Use Agreement with CPS HR Consulting and Authorizing the City Manager to Execute the Agreement (Report by Wendy Silva)

B-6 Annexation of Linden Apartments into Zone of Benefit 4 and Camarena Health into Zone of Benefit 51 of Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

Recommendation: Adopt Resolutions Approving Annexation of Linden Apartments and Camarena Health into their respective Zones of Benefit, 4 & 51, and Confirming the Diagrams and Assessments for Citywide Landscape and Lighting Assessment District of their respective Zones of Benefit: 4 & 51 (Report by Keith Helmuth)

B-7 Revisions to the Civil Service Commission Composition and Appointment Process

Recommendation: Waive further Reading and Adopt an Ordinance Amending §2-2.303 of Title II of the Madera Municipal Code Relating to Number of Commissioners and Method for Making Appointments to Civil Service Commission (Report by Wendy Silva)

B-8 Underground Service Alert of Northern California and Nevada (USA) Membership Agreement

Recommendation: Adopt a Minute Order Approving the First Amended Membership Agreement with USA (Report by Daniel Foss)

B-9 Agreement for Police Canine Training Services

Recommendation: Adopt a Resolution Approving an Agreement for Contract Services with Law Dog K9 for Police Canine Training estimated at $10,800 per year and increasing to $11,340 per year in January of 2024 (Report by Dino Lawson)

B-10 Evaluation of the Loy Cook Water Tower

Recommendation: Adopt a Resolution Approving an Agreement with Beyaz & Patel, Inc. for the Structural Evaluation and Interior and Exterior Coating Evaluation of the Loy Cook Water Tower in the Amount of $104,798.38 and a Contingency of 10 percent of the Contract Amount (Report by Keith Helmuth)

B-11 Appointment of City Representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

Recommendation: Consider Adoption of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an Additional Two-year Term (Report by Alicia Gonzales)

C. PUBLIC HEARINGS: None

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

D-1 Consideration of an Ordinance for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection per Senate Bill (SB) 1383

Recommendation: Waive full reading and introduce an Ordinance Amending the Title V "Sanitation and Health" of the Madera Municipal Code by Adding New Chapter 3A Relating to Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and confirming a CEQA Categorical Exemption (Report by Arnoldo Rodriguez)

D-2 Consultant Services Agreement with T J K M for Design Services for Traffic Signals and New Signal Controller Upgrades

Recommendation: Adopt a Resolution Approving an Agreement with T J K M in the amount of $128,738.77 for design services for:

1) New Traffic Signal at the Intersection of Cleveland Avenue and Granada Drive; and
2) New Traffic Signal at the Intersection of South Street and D Street; and
3) New Signal Controller Upgrades at the Intersection of Howard Road and Pine Street, and the Intersection of Olive Avenue, W. Yosemite Avenue, and Q Street (Report by Keith Helmuth)

D-3 Amendment to the Agreement between the City and MV Public Transportation, Inc. pertaining to Madera Metro

Recommendation: Adopt a Resolution Approving Amendment to No. 3 to the Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. Relating to Holiday Service Hours and Driver Certification Requirements (Report by Anthony Forestiere)

D-4 Request by Pistoresi Ambulance Paramedics to Extend the Lease Agreement for Space at Fire Station 57

Recommendation: Adopt a Resolution Approving a Three-month Extension to the Original Lease Agreement with Pistoresi Ambulance Paramedics beginning on January 1, 2022 at a Monthly Rate of $2,040 (Report by Matt Watson)

E. ADMINISTRATIVE REPORTS:

E-1 Seek Direction Regarding the 2022 Regular City Council Meeting Schedule

Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo 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 agendized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Labor Negotiators - Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez and Wendy Silva
Employee Groups: General Bargaining Unit, Madera Police Officers' Association, Mid Management Employee Group, Law Enforcement Mid Management Group

G-2 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation - Pursuant to Government Code §54956.9(d)(2)
Workers' Compensation: Christian Gomez – One (1) claim
Mark Trukki – One (1) claim

G-3 Liability Claim Pursuant to Government Code §54956.95
Agency Claimed Against: City of Madera
Claimant: Darrel R. Rustigian, Esq. ASO Sylvia Barrientos

ADJOURNMENT: – Next regular meeting on January 19, 2022.

- 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.

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 December 15, 2021 near the front entrances of City Hall and on the City's website www.madera.gov at 5:00 p.m. on December 10, 2021.



Alicia Gonzales, City Clerk

December 15, 2021

Madera City Council Meeting
Agenda Item A-1

Proposition 218 Rate Study for Water, Sewer, Storm Drain, and Solid Waste
(Report by Anthony Forestiere)

There is no written report for this item.

Item:	B-1
Minutes for:	06/07/2021s
Adopted:	12/15/2021

Minutes of a Special Meeting of the Madera City Council

June 7, 2021 **Council Chambers**
6:00 p.m. **City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website at www.madera.gov/live. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 993 0567 2589# followed by *9 on their phone to speak. Comments were also accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Santos Garcia
Mayor Pro Tem Artemio Villegas, District 6
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2 (Joined at 6:30 p.m.)
Councilmember Steve Montes, District 3
Councilmember Anita Evans, District 4

Absent: Vacant, District 5

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Human Resources Director Wendy Silva (Joined at 6:31 p.m.), Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Senior Planner John Thomason, and Communication Specialist Joseph Carrello.

INVOCATION: Councilmember Evans

PLEDGE OF ALLEGIANCE: City Attorney Hilda Cantu Montoy

APPROVAL OF AGENDA:

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

THE MOTION PASSED WITH THE FOLLOWING VOTE:

YES: 5 – COUNCILMEMBER GALLEGOS
COUNCILMEMBER MONTES
COUNCILMEMBER EVANS

MAYOR PRO TEM VILLEGAS
MAYOR GARCIA

ABSENT: 1 - COUNCILMEMBER RODRIGUEZ

PUBLIC COMMENT:
Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda at the time the agenda item is called. Speakers should limit their comments to three (3) minutes.

No Public Comment was submitted. Public Comment was closed.

A. PUBLIC HEARINGS:

A-1 Public Hearing and First Reading and Introduction of Two Ordinances Relating to Cannabis to the Municipal Code

Recommendation: Conduct a Public Hearing and Introduce for First Reading by Title Only and Waive the Full Reading of Two Ordinances Amending the Madera Municipal Code as follows:

1) A Zoning Ordinance Amending Sections §10-3.802 (Light Industrial), §10-3.902 (Heavy Commercial), §10-3.1002 (Industrial Zones), and §10-3.11.503 (Industrial Park Zones) of the Zoning Ordinance

2) A Regulatory Ordinance Adding Chapter 5 to Title VI of the Madera Municipal Code Relating to Cannabis Businesses; Repealing Section §4-15 (Medical Marijuana and Cultivation; Chapter 15 to Title IV: Public Welfare); and Adding Section §6-1.95 (Cannabis; Chapter 1 to Title VI: Businesses, Professions, and Trades) (Report by Arnoldo Rodriguez)

City Attorney Hilda Cantu Montoy stated that there were clerical issues and text which will be fixed prior to the Introduction and Adoption of the Ordinance.

Mayor Garcia advised that Councilmember Rodriguez had joined them.

Ms. Cantu Montoy stated the following revisions:

6-5.13 (p) Procedure Guideline and Review Criteria
The Labor Peace Agreement language needs clarification. Ms. Cantu Montoy read the corrected language for the record: “For applicants with 10 or more employees, the applicant shall attest that the applicant has entered into a Labor Peace Agreement and will abide by the terms of the agreement.” Ms. Cantu Montoy said the rest of the text stays the same.

6-5.16(b) Approval of a new land of a new use, Ms. Cantu Montoy stated they will add “under the Zoning Ordinance shall terminate all rights, etc.”.

6-5.28(b) Code Sections were referenced. They are recommending deletion of the Code Sections and instead just say, “according to the pre-procedures used for the existing applications and for renewal of applications.”

Ms. Cantu Montoy stated the City Manager Arnoldo Rodriguez mentioned the addition of the Library and the John Wells Youth Center and if these ordinances are introduced that the ordinance for adoption will include a better map.

6-5.38(h)(3) They are correcting the language regarding minors which is very important. Notwithstanding Section 6-5.38(h)(a), persons at least 18 years shall be allowed on the premises of a cannabis retail business if they can produce a physician's recommendation and/or Health and Safety Code Section 11362.71 identification card (medical marijuana card). The rest would stay the same.

Councilmember Gallegos suggested that 6-5.36(5) be changed from holding surveillance footage from a minimum 90 days to 180 days.

Mr. David McPherson stated State law requires 90 days and folding longer is very costly for the businesses.

Police Chief Dino Lawson stated a longer timeframe is more beneficial.

Councilmember Rodriguez stated the issue of cost is a factor and suggested that they leave it as the State minimum and the ordinance can be amended if needed.

Mayor Garcia believes the 90 days is a reasonable amount of time and will not incur more cost and the ordinance can be amended later if needed.

Councilmember Montes stated he was in favor with the 90 days minimum.

Information Systems Manager Mark Souders stated he hasn't pulled any video older than 90 days in the past three years. He stated they typically know in the first 90 days if there is an issue. He added long term surveillance is plus if they are looking for who is coming in regularly, but for any event that happened, 90 days with better resolution would be better.

Ms. Cantu Montoy stated that section also speaks to the high resolution that is required.

Councilmember Gallegos stated that 6-5.32 has a State mandated 600 feet from schools, but alcohol and tobacco is 1,000 feet from a day care center or youth center. She is not comfortable with the 600 feet.

Public comment from the following was read by City Clerk Alicia Gonzales.

Marilyn Deleija, a representative for Mainstream Medicinal Club asked that they consider adding two (2) more equity slots/positions for the dispensary permits for eight (8) total permits; four (4) equity and four (4) regular permits or 10 total permits; four (4) equity and six (6) regular permits giving local businesses/local business owners a better chance of getting one of those permits.

Rico Saldivar, a partner of Mainstream Medicinal Club stated that for small business owners like him and his partners, the limited amount of equity licenses doesn't give small business owners

a fair shot of getting one of those permits. He asked that they add two (2) more equity licenses or divide the current eight (8).

George Deleija, a business owner affiliated with Mainstream Medicinal Club brought to their attention the need to increase equity licenses by two (2) making that four (4) equity licenses and six (6) standard licenses, or that current proposed licenses be split down the middle making that four (4) standard licenses and four (4) equity licenses. This allocation or increase will give residents a better chance to create wonderful opportunities.

Akram Kassim, a local business owner commented that licenses should be divided into two categories of Established Cannabis Businesses and Local Entrepreneur/Madera Resident Start-Up. The eight (8) dispensary licenses should be divided into five (5) local entrepreneurs/social equity and three (3) established businesses ensuring that a larger number of licenses are owned locally. He stated they should consider allowing dispensary store fronts for applicants that have a vertical integration business model.

Roman Gonzales, a small business owner in the City of Madera asked that they either add two (2) more equity licenses or to split the current selection in half. He would like home grown businesspeople to have an equal and fair chance in the selection process.

City Manager Arnoldo Rodriguez stated that a letter in the staff report from the Madera Downtown Association asked for a minimum of two (2) dispensary retail shops in Downtown Madera.

Ms. Cantu Montoy clarified that in the ordinance before Council, 6-5.10 speaks to the ability of Council to adopt by resolution the number of permits. Today they are not addressing how many permits, instead they are authorizing Council to do so by resolution in the future.

No further public comment.

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM A-1 WAS APPROVED AS AMENDED TO INCLUDE TEXT CLARIFICATIONS AND ADDING DISTANCING REGARDING THE LIBRARY AND JOHN WELLS YOUTH CENTER BY A 6/0 VOTE. 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

INTRO ORD AN ORDINANCE OF THE CITY OF MADERA AMENDING SECTIONS 10-3.802, 10-3.902, 10-3.1002, AND 10-3.11.503 OF THE MADERA MUNICIPAL CODE RELATING TO AUTHORIZING COMMERCIAL CANNABIS ACTIVITIES IN CERTAIN ZONE DISTRICTS OF THE CITY

INTRO ORD AN ORDINANCE OF THE CITY OF MADERA, CALIFORNIA ADDING CHAPTER 5 TO TITLE VI RELATING TO CANNABIS BUSINESSES; REPEALING CHAPTER 15, MEDICAL MARIJUANA AND CULTIVATION, OF TITLE IV, PUBLIC WELFARE; AND ADDING SUBSECTION 95 TO CHAPTER 1, BUSINESS LICENSE, OF TITLE VI, BUSINESS, PROFESSIONS, AND TRADES OF THE MADERA MUNICIPAL CODE

B. CLOSED SESSION:

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

Agency Designated Representatives:
Arnoldo Rodriguez and Wendy Silva

Employee Organizations:
General Bargaining Unit/Madera Affiliated City Employees Association
Mid-Management Employee Group
Madera Police Officers' Association
Law Enforcement Mid Management

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:01 p.m.

Council returned from closed session at 7:22 p.m. with five (5) Councilmembers present as Councilmember Rodriguez was not present during Closed Session and District 5 is currently vacant.

City Attorney Hilda Cantu Montoy announced that there was no reportable action.

ADJOURNMENT – The meeting was adjourned at 7:23 p.m. Next regular meeting June 16, 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:

Anthony R. Forestiere
Department Director

Arnoldo Rodriguez
City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 20, 2021 to December 3, 2021.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 20, 2021 to December 3, 2021 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrants	31295 – 31412	$2,077,695.57

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$610,709.18
SDI	EDD	$3,105.30
CalPERS Payment	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

CITY OF MADERA

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

December 15, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31295	11/22/2021	PLANNING	PLANNING	ACRO SERVICE CORPORATION	TEMP SERVICES - PLANNING	$ 4,500.00
31296	11/22/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	$ 1,040.73
31297	11/22/2021	PD OPS	PD OPS	HARRY D. WILSON INC.	BRAKE PAD REPLACEMENT - HONDA 6604	$ 159.59
31298	11/22/2021	PW ADMIN	WWTP	MARZ, ROGER	REIMBURSEMENT-EXAM FEE	$ 205.00
31299	11/22/2021	PD OPS	CODE ENF	FIDELITY NATIONAL TITLE COMPANY	LITIGATION GUARANTEE - 209 S O ST	$ 795.00
31300	11/22/2021	PD OPS	PD OPS	LEATHAM FAMILY, LLC	BADGE & UNIFORM SUPPLIES	$ 184.56
31301	11/22/2021	HR	FINANCE	SEABURY COPLAND & ANDERSON INSURANCE	CRIME POLICY RENEWAL - 2 YEAR PREMIUM	$ 5,328.00
31302	11/22/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	$ 823.07
31303	11/22/2021	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT MAIL TO CITY ATTORNEY	$ 6.98
31304	11/22/2021	CITY ADMIN	CITY ATTORNEY	COLANTUONO, HIGHSMITH & WHATLEY, PC	SPECIALIZED LEGAL SERVICES FOR PROP 218	$ 987.12
31305	11/22/2021	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	10/21 DOWNTOWN MAINTENANCE-GROUP #1	$ 455.00
31305	11/22/2021	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	11/21 DOWNTOWN MAINTENANCE-GROUP #1	$ 455.00
31305	11/22/2021	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	10/21 NON-MEDIAN MAINTENANCE-GROUP #2	$ 5,070.00
31305	11/22/2021	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	11/21 NON-MEDIAN MAINTENANCE-GROUP #2	$ 5,070.00
31305	11/22/2021	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	10/21 MEDIAN MAINTENANCE-GROUP #3	$ 11,215.00
31305	11/22/2021	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	11/21 MEDIAN MAINTENANCE-GROUP #3	$ 11,215.00
31306	11/22/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 10/16/21-10/31/21	$ 633.88
31306	11/22/2021	FIRE	FIRE	VAN DE POL ENTERPRISES, INC.	FUEL CDF 10/01/21-10/15/21	$ 979.06
31306	11/22/2021	PW ADMIN	AIRPORT OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 216.95
31306	11/22/2021	PW ADMIN	ANIMAL CONTROL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 203.21
31306	11/22/2021	PW ADMIN	BUILDING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 310.43
31306	11/22/2021	PW ADMIN	CODE ENF	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 203.61
31306	11/22/2021	PW ADMIN	DRAINAGE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 126.25
31306	11/22/2021	PW ADMIN	ENGINEERING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 252.02
31306	11/22/2021	PW ADMIN	FACILITIES MAINT	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 364.74
31306	11/22/2021	PW ADMIN	MOTOR POOL	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 149.07
31306	11/22/2021	PW ADMIN	GRAFFITI ABATE	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 285.75
31306	11/22/2021	PW ADMIN	PARKS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 2,332.94
31306	11/22/2021	PW ADMIN	STREETS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,677.01
31306	11/22/2021	PW ADMIN	SEWER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,308.14

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31306	11/22/2021	PW ADMIN	STREET CLEANING	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,396.44
31306	11/22/2021	PW ADMIN	TRANS - FIXED	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,747.94
31306	11/22/2021	PW ADMIN	TRANS - DAR	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,590.36
31306	11/22/2021	PW ADMIN	WATER OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 1,774.65
31306	11/22/2021	PW ADMIN	WATER QUALITY	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 254.75
31306	11/22/2021	PW ADMIN	WWTP	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 112.69
31306	11/22/2021	PW ADMIN	PD OPS	VAN DE POL ENTERPRISES, INC.	FUEL FOR CITY VEHICLES 10/16/21-10/31/21	$ 5,997.13
31307	11/22/2021	PD OPS	PD OPS	AT&T	10/21 CALNET 3 SERVICE 9391026414	$ 324.53
31308	11/22/2021	FINANCE	BUILDING	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	BUILDING	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	CITY CLERK	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 88.24
31308	11/22/2021	FINANCE	CITY CLERK	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 88.24
31308	11/22/2021	FINANCE	CITY COUNCIL	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 281.68
31308	11/22/2021	FINANCE	CITY COUNCIL	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 281.68
31308	11/22/2021	FINANCE	CODE ENF	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	CODE ENF	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	COMPUTER MAINT	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 373.12
31308	11/22/2021	FINANCE	COMPUTER MAINT	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 374.11
31308	11/22/2021	FINANCE	ENGINEERING	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 176.48
31308	11/22/2021	FINANCE	ENGINEERING	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 176.48
31308	11/22/2021	FINANCE	FACILITIES MAINT	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 598.76
31308	11/22/2021	FINANCE	FACILITIES MAINT	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 598.76
31308	11/22/2021	FINANCE	FINANCE	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 142.44
31308	11/22/2021	FINANCE	FINANCE	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 142.44
31308	11/22/2021	FINANCE	FLEET MAINT	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 44.12
31308	11/22/2021	FINANCE	FLEET MAINT	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 44.12
31308	11/22/2021	FINANCE	HR/RISK MGT	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	HR/RISK MGT	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	PARKS	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	PARKS	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	STREETS	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	STREETS	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	WWTP	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16

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31308	11/22/2021	FINANCE	WWTP	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	MEAS K - PD	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 89.40
31308	11/22/2021	FINANCE	MEAS K - PD	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 89.40
31308	11/22/2021	FINANCE	CITY MANAGER	AT&T	09/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	CITY MANAGER	AT&T	10/21 FIRSTNET SERVICE 287302656036	$ 49.16
31308	11/22/2021	FINANCE	PD OPS	AT&T	09/21 FIRSTNET SVS 287300735068	$ 40.24
31308	11/22/2021	FINANCE	PD OPS	AT&T	10/21 FIRSTNET SVS 287300735068	$ 40.24
31308	11/22/2021	FINANCE	PD OPS	AT&T	10/21 FIRSTNET SERVICE 287302965625	$ 4,671.13
31309	11/22/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL DEC 2021	$ 130.40
31310	11/22/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	OCT 2021 MISCELLANEOUS SERVICES	$ 292.00
31311	11/22/2021	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COST - SIGNALS & LIGHTING 07/21-09/21	$ 8,545.81
31312	11/22/2021	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	GPS ROVER/DATA COLLECTOR BATTERY	$ 197.01
31313	11/22/2021	PURCHASING	AIRPORT OPS	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 26.54
31313	11/22/2021	PURCHASING	BUILDING	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 6.63
31313	11/22/2021	PURCHASING	CITY ATTORNEY	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 0.74
31313	11/22/2021	PURCHASING	CITY CLERK	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 94.40
31313	11/22/2021	PURCHASING	CODE ENF	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 91.18
31313	11/22/2021	PURCHASING	COMPUTER MAINT	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 12.23
31313	11/22/2021	PURCHASING	ENGINEERING	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 478.67
31313	11/22/2021	PURCHASING	FINANCE	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 231.25
31313	11/22/2021	PURCHASING	GRANT OVERSIGHT	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 31.35
31313	11/22/2021	PURCHASING	HR/RISK MGT	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 114.31
31313	11/22/2021	PURCHASING	PARKS ADMIN	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 433.80
31313	11/22/2021	PURCHASING	PLANNING	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 157.91
31313	11/22/2021	PURCHASING	SEWER OPS	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 37.89
31313	11/22/2021	PURCHASING	SOLID WASTE	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 37.89
31313	11/22/2021	PURCHASING	TRANS - FIXED	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 61.16
31313	11/22/2021	PURCHASING	TRANS - DAR	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 61.16
31313	11/22/2021	PURCHASING	UB - WATER	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 211.47
31313	11/22/2021	PURCHASING	WATER OPS	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 153.60
31313	11/22/2021	PURCHASING	WATER QUALITY	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 122.32
31313	11/22/2021	PURCHASING	WWTP	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 161.55
31313	11/22/2021	PURCHASING	PURCHASING	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 131.89

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31313	11/22/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE - CHIEF'S OFFICE	$ 181.50
31313	11/22/2021	PURCHASING	PD OPS	CANON FINANCIAL SERVICES	COPIER LEASE OCT 2021	$ 707.98
31314	11/22/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	$ 869.34
31315	11/22/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMNT PHYSICAL & AUDIOGRAM CHECK	$ 174.50
31315	11/22/2021	HR	PARKS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMNT PHYSICAL & AUDIOGRAM CHECK	$ 115.80
31316	11/22/2021	FIRE	MEAS K - FIRE	COOK'S COMMUNICATIONS	LIGHTBARS FOR E-656	$ 7,168.09
31317	11/22/2021	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING	$ 35.00
31318	11/22/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION SVS 11/01/21-11/15/21	$ 14,340.00
31319	11/22/2021	ENGINEERING	BUILDING	KRAZAN & ASSOCIATES, INC.	ENVIRONMENTAL SITE ASSESMENT-STORMWATER BASIN	$ 2,400.00
31320	11/22/2021	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROFESSIONAL SERVICES	$ 127.50
31321	11/22/2021	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SVS FOR TAX QTR ENDING 06/30/21	$ 5,959.22
31322	11/22/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 7696321	$ 200.00
31322	11/22/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE - 9901051	$ 100.00
31322	11/22/2021	FINANCE	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REPLACEMENT REBATE - 9901032	$ 200.00
31323	11/22/2021	ENGINEERING	LTF - STREETS	MADERA COUNTY	AMTRAK STATION 50/50 MAINTENANCE AGREEMENT	$ 2,020.93
31324	11/22/2021	CITY ADMIN	CITY MANAGER	MADERA TRIBUNE	PUBLIC HEARING NOTICE	$ 448.50
31324	11/22/2021	PLANNING	PLANNING	MADERA TRIBUNE	LINKS RANCH NOI	$ 344.50
31324	11/22/2021	PD OPS	PD OPS	MADERA TRIBUNE	1 YEAR SUBSCRIPTION	$ 59.00
31325	11/22/2021	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 511.75
31326	11/22/2021	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 09/21	$ 316,760.39
31326	11/22/2021	FINANCE	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS 10/21	$ 366,736.33
31327	11/22/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 8,539.56
31328	11/22/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	$ 1,437.18
31329	11/22/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 8.11
31329	11/22/2021	FINANCE	AQUATICS PROGRM	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 1,676.89
31329	11/22/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 43.10
31329	11/22/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 1,300.04
31329	11/22/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 283.52
31329	11/22/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/21 SERVICE 5207933925-6	$ 119.61
31329	11/22/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9787342989-4	$ 101.19
31329	11/22/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 1,206.23
31329	11/22/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 68.02
31329	11/22/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 202.42

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31329	11/22/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 8675479583-8	$ 44.63
31329	11/22/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 1,061.02
31329	11/22/2021	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 33.82
31329	11/22/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 52.93
31329	11/22/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 22.64
31329	11/22/2021	FINANCE	SR CITIZEN COMM	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 7.83
31329	11/22/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 18,481.74
31329	11/22/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 28.28
31329	11/22/2021	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 9.53
31329	11/22/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 19.16
31329	11/22/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	10/21 SERVICE 6948316261-1	$ 43.91
31329	11/22/2021	FINANCE	PD OPS	PACIFIC GAS & ELECTRIC	10/21 SERVICE 9920095153-3	$ 3,394.23
31330	11/22/2021	PD OPS	PD OPS	PECK'S PRINTERY	ENVELOPES	$ 251.14
31331	11/22/2021	ENGINEERING	RSTP - FED EX	SALEM ENGINEERING GROUP	SAMPLING AND SAMPLE PREPARATION SERVICES	$ 575.00
31332	11/22/2021	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	CONSULTING SERVICES FOR PLANNING PROJECTS	$ 29,021.80
31333	11/22/2021	PD OPS	PD OPS	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	$ 805.00
31334	11/22/2021	ENGINEERING	FAU CMAQ	SEAL RITE PAVING	SIDEWALK IMPROVE GATEWAY-CENTRAL-3RD ST	$ 14,491.70
31334	11/22/2021	ENGINEERING	LTF - STREETS	SEAL RITE PAVING	SIDEWALK IMPROVE GATEWAY-CENTRAL-3RD ST	$ 6,358.61
31334	11/22/2021	ENGINEERING	RSTP - FED EX	SEAL RITE PAVING	TS-29 STADIUM/GARY PEDESTRIAN HYBRID	$ 30,227.86
31335	11/22/2021	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	$ 453.94
31336	11/22/2021	PARKS	COMM & REC	STATE OF CALIFORNIA	YC ANNUAL ELEVATOR CERTIFICATION	$ 225.00
31337	11/22/2021	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	$ 637.22
31338	11/22/2021	PD OPS	PD OPS	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS OCTOBER 2021	$ 184.00
31339	11/22/2021	PD OPS	PD OPS	TYLER TECHNOLOGIES INC.	BRAZOS ANNUAL MAINTENANCE 04/21 - 03/22	$ 4,039.66
31340	11/22/2021	PURCHASING	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,152.18
31340	11/22/2021	PURCHASING	AQUATICS PROGRM	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 706.87
31340	11/22/2021	PURCHASING	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,404.13
31340	11/22/2021	PURCHASING	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 376.64
31340	11/22/2021	PURCHASING	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 897.32
31340	11/22/2021	PURCHASING	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 4,991.12
31340	11/22/2021	PURCHASING	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 2,363.95
31340	11/22/2021	PURCHASING	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 26.90
31340	11/22/2021	PURCHASING	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 13,953.60

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31340	11/22/2021	PURCHASING	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 2,382.33
31340	11/22/2021	PURCHASING	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 720.04
31340	11/22/2021	PURCHASING	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 900.42
31340	11/22/2021	PURCHASING	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 3,142.67
31340	11/22/2021	PURCHASING	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 563.29
31340	11/22/2021	PURCHASING	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 2,367.47
31340	11/22/2021	PURCHASING	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 14,649.82
31340	11/22/2021	PURCHASING	MOTOR POOL	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 99.45
31340	11/22/2021	PURCHASING	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 11,961.34
31340	11/22/2021	PURCHASING	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 198.77
31340	11/22/2021	PURCHASING	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 4,456.00
31340	11/22/2021	PURCHASING	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 108.45
31340	11/22/2021	PURCHASING	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,055.22
31340	11/22/2021	PURCHASING	INTERMODAL BLDG	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 56.04
31340	11/22/2021	PURCHASING	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,675.01
31340	11/22/2021	PURCHASING	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,184.39
31340	11/22/2021	PURCHASING	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 6,027.19
31340	11/22/2021	PURCHASING	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 232.55
31340	11/22/2021	PURCHASING	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 527.69
31340	11/22/2021	PURCHASING	RECREATION	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,039.27
31340	11/22/2021	PURCHASING	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 5,862.52
31340	11/22/2021	PURCHASING	SPORTS PROGRAMS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 11.89
31340	11/22/2021	PURCHASING	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 6,632.82
31340	11/22/2021	PURCHASING	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 8,164.23
31340	11/22/2021	PURCHASING	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 3,169.53
31340	11/22/2021	PURCHASING	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 15,370.03
31340	11/22/2021	PURCHASING	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 760.93
31340	11/22/2021	PURCHASING	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 10,908.25
31340	11/22/2021	PURCHASING	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 20.56
31340	11/22/2021	PURCHASING	CITY MANAGER	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 903.67
31340	11/22/2021	PURCHASING	FLEET ACQUI	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 1,539.00
31340	11/22/2021	PURCHASING	SPECIAL EVENTS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 581.00
31340	11/22/2021	PURCHASING	PD OPS	US BANK CORPORATE PAYMENT SYSTEMS	10/21 CAL-CARD CHARGES	$ 8,736.04

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31341	11/22/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	$ 23,800.28
31342	11/22/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 65.06
31342	11/22/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 153.00
31342	11/22/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 76.02
31342	11/22/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 51.00
31342	11/22/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 51.47
31342	11/22/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 152.04
31342	11/22/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 2.61
31342	11/22/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 51.00
31342	11/22/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 38.01
31342	11/22/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 0.47
31342	11/22/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 102.00
31342	11/22/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 12.90
31342	11/22/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 6.80
31342	11/22/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 0.47
31342	11/22/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 0.94
31342	11/22/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 143.20
31342	11/22/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 38.01
31342	11/22/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 111.81
31342	11/22/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 81.66
31342	11/22/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 45.83
31342	11/22/2021	FINANCE	PD OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/21-11/10/21	$ 685.34
31343	11/22/2021	PD OPS	PD OPS	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	$ 144.47
31344	11/22/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 145.02
31344	11/22/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
31345	11/22/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 160.84
31345	11/22/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
31346	11/22/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 146.18
31346	11/22/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
31347	11/22/2021	ENGINEERING	FIRE	BOND ENCROACH	MELANIE MEADOWS PHASE 1 LIFT STATION	$ 208,755.00
31348	11/22/2021	PARKS	SPORTS PROGRAMS	OTP- PARKS REFUNDS	CLASS CANCELLATION REFUND	$ 60.00
31349	11/22/2021	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 50.00
31349	11/22/2021	PARKS	PARKS	OTP- PARKS REFUNDS	PARK CANCELLATION REFUND	$ 55.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31350	11/22/2021	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 158.69
31352	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 501 N GRANADA	$ 81.62
31353	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERMINATION REFUND 1301 TULARE	$ 30.18
31353	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1301 TULARE	$ 28.21
31353	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 1301 TULARE	$ 51.30
31353	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERMINATION REFUND 1301 TULARE	$ 2.40
31354	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 2001 W 4TH	$ 75.02
31355	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 525 E RUSH	$ 23.70
31356	11/22/2021	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 157.72
31357	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERMINATION REFUND 3420 DIANE	$ 29.71
31357	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 3420 DIANE	$ 28.21
31357	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 3420 DIANE	$ 51.30
31357	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERMINATION REFUND 3420 DIANE	$ 2.40
31358	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB OVERPAYMENT REFUND 513 ADELAIDE	$ 46.38
31358	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB OVERPAYMENT REFUND 513 ADELAIDE	$ 106.05
31358	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB OVERPAYMENT REFUND 513 ADELAIDE	$ 81.23
31358	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB OVERPAYMENT REFUND 513 ADELAIDE	$ 3.80
31359	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERMINATION REFUND 128 S GRANADA	$ 4.65
31359	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 128 S GRANADA	$ 4.70
31359	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 128 S GRANADA	$ 8.55
31359	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERMINATION REFUND 128 S GRANADA	$ 0.40
31360	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERMINATION REFUND 409 S A	$ 29.35
31360	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 409 S A	$ 28.21
31360	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 409 S A	$ 51.30
31360	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERMINATION REFUND 409 S A	$ 2.40
31361	11/22/2021	FINANCE	WATER FUND	OTP- UB REFUNDS	DEPOSIT FROM MAIS TO MUNIS	$ 154.05
31362	11/22/2021	UB - WATER	SOLID WASTE	OTP- UB REFUNDS	UB TERMINATION REFUND 213 STADIUM	$ 5.70
31362	11/22/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 213 STADIUM	$ 4.70
31362	11/22/2021	UB - WATER	SEWER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 213 STADIUM	$ 8.55
31362	11/22/2021	UB - WATER	DRAINAGE OPS	OTP- UB REFUNDS	UB TERMINATION REFUND 213 STADIUM	$ 0.40
31363	11/29/2021	FINANCE	FINANCE	ACRO SERVICE CORPORATION	TEMP SERVICES - FINANCIAL SERVICES MANAGER	$ 3,824.00
31364	11/29/2021	ENGINEERING	RSTP - FED EX	GHD INC.	4TH/LAKE/CENTRAL INTERSECTION IMPROVEMENT	$ 12,542.50
31365	11/29/2021	PD OPS	PD OPS	RAUL R. HERRERA JR.	POLYGRAPHS	$ 2,200.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31366	11/29/2021	PD OPS	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGE ORDER	$ 1,303.07
31367	11/29/2021	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	$ 33,895.50
31368	11/29/2021	PW ADMIN	STREETS	URANGO, MARIO	TUITION REIMBURSEMENT	$ 2,400.00
31369	11/29/2021	PD OPS	PD OPS	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB-MEDICAL WASTE	$ 149.63
31370	11/29/2021	ENGINEERING	SEWER CAPITAL	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	$ 6.77
31371	11/29/2021	PD OPS	SUPP LAW ENF	DOOLEY ENTERPRISES, INC.	AMMUNITION	$ 917.39
31372	11/29/2021	FINANCE	DRAINAGE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 562.50
31372	11/29/2021	FINANCE	SOLID WASTE	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 517.50
31372	11/29/2021	FINANCE	UB - SEWER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 495.00
31372	11/29/2021	FINANCE	UB - WATER	NBS GOVERNMENT FINANCE GROUP	RATE STUDY/ANALYSIS	$ 675.00
31373	11/29/2021	CITY ADMIN	CITY ATTORNEY	ABBOTT AND KINDERMANN, INC.	CONTRACTED LEGAL SERVICE	$ 2,663.59
31374	11/29/2021	HR	CODE ENF	SIJ HOLDINGS LLC	RECRUITMENT AD	$ 919.20
31374	11/29/2021	HR	FINANCE	SIJ HOLDINGS LLC	RECRUITMENT AD	$ 745.80
31374	11/29/2021	HR	PARKS ADMIN	SIJ HOLDINGS LLC	RECRUITMENT AD	$ 848.70
31374	11/29/2021	HR	PD OPS	SIJ HOLDINGS LLC	RECRUITMENT AD	$ 1,594.50
31375	11/29/2021	PD OPS	STREETS	JEILA ENTERPRISES, LLC	RIVER CLEAN UP HAULER	$ 1,196.00
31376	11/29/2021	HR	HR/RISK MGT	SALLY SWANSON ARCHITECTS, INC.	ADA CONSULTANT	$ 30,569.24
31377	11/29/2021	ENGINEERING	WATER OPS	HOUSTON ENGINEERING INC	PROFESSIONAL ENG SERVICES	$ 1,834.66
31378	11/29/2021	PLANNING	PLANNING	CALIFORNIA STTE UNIVERSITY BAKERSFIELD	GPA 2021-01	$ 150.00
31379	11/29/2021	WWTP	WWTP	DELLAVALLE LABORATORY,INC.	PERMIT COMPLIANCE LAB	$ 1,000.00
31380	11/29/2021	FINANCE	AIRPORT OPS	AT&T	10/21 SERVICE 831-000-6408-576	$ 589.94
31380	11/29/2021	FINANCE	BUILDING	AT&T	10/21 SERVICE 831-000-6408-576	$ 120.05
31380	11/29/2021	FINANCE	CITY ATTORNEY	AT&T	10/21 SERVICE 831-000-6408-576	$ 39.10
31380	11/29/2021	FINANCE	CITY CLERK	AT&T	10/21 SERVICE 831-000-6408-576	$ 32.93
31380	11/29/2021	FINANCE	CODE ENF	AT&T	10/21 SERVICE 831-000-6408-576	$ 657.85
31380	11/29/2021	FINANCE	COMM & REC	AT&T	10/21 SERVICE 831-000-6408-576	$ 1,837.72
31380	11/29/2021	FINANCE	COMPUTER MAINT	AT&T	10/21 SERVICE 831-000-6408-576	$ 124.16
31380	11/29/2021	FINANCE	ENGINEERING	AT&T	10/21 SERVICE 831-000-6408-576	$ 275.76
31380	11/29/2021	FINANCE	FINANCE	AT&T	10/21 SERVICE 831-000-6408-576	$ 93.98
31380	11/29/2021	FINANCE	FIRE	AT&T	10/21 SERVICE 831-000-6408-576	$ 1,180.56
31380	11/29/2021	FINANCE	GRANT OVERSIGHT	AT&T	10/21 SERVICE 831-000-6408-576	$ 115.24
31380	11/29/2021	FINANCE	HR/RISK MGT	AT&T	10/21 SERVICE 831-000-6408-576	$ 78.20
31380	11/29/2021	FINANCE	PLANNING	AT&T	10/21 SERVICE 831-000-6408-576	$ 100.84

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31380	11/29/2021	FINANCE	UB - GARBAGE	AT&T	10/21 SERVICE 831-000-6408-576	$ 229.11
31380	11/29/2021	FINANCE	UB - SEWER	AT&T	10/21 SERVICE 831-000-6408-576	$ 229.11
31380	11/29/2021	FINANCE	UB - WATER	AT&T	10/21 SERVICE 831-000-6408-576	$ 458.23
31380	11/29/2021	FINANCE	CITY MANAGER	AT&T	10/21 SERVICE 831-000-6408-576	$ 39.10
31380	11/29/2021	FINANCE	PD OPS	AT&T	10/21 SERVICE 831-000-6408-576	$ 657.85
31381	11/29/2021	FINANCE	COMM & REC	AT&T	10/21 CALNET 3 SERVICE 9391026396	$ 238.10
31381	11/29/2021	FINANCE	MEAS K - FIRE	AT&T	11/21 CALNET 3 SERVICE 9391068734	$ 46.38
31381	11/29/2021	FINANCE	SR CITIZEN COMM	AT&T	10/21 CALNET 3 SERVICE 9391026398	$ 22.76
31381	11/29/2021	FINANCE	SR CITIZEN COMM	AT&T	10/21 CALNET 3 SERVICE 9391026403	$ 25.63
31381	11/29/2021	FINANCE	PD OPS	AT&T	10/21 CALNET 3 SERVICE 9391026401	$ 22.76
31381	11/29/2021	FINANCE	PD OPS	AT&T	10/21 CALNET 3 SERVICE 9391059143	$ 1,096.86
31381	11/29/2021	PD OPS	PD OPS	AT&T	10/21 CALNET 3 SERVICE 9391031566	$ 166.16
31381	11/29/2021	PD OPS	PD OPS	AT&T	10/21 CALNET 3 SERVICE 9391031578	$ 174.18
31382	11/29/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	$ 747.00
31383	11/29/2021	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL DEC 21	$ 207.00
31384	11/29/2021	PD OPS	PD OPS	CA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES 07/21-09/21	$ 1,876.98
31385	11/29/2021	PD OPS	SUPP LAW ENF	CEDAR VETERINARY HOSPITAL, INC	VETERINARY SERVICES - RIGGO	$ 574.18
31386	11/29/2021	PD OPS	PD OPS	COMCAST	10/21 SVS 8155500320092096	$ 150.73
31387	11/29/2021	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	$ 175.50
31387	11/29/2021	PARKS	PARKS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL & AUDIOGRAM CHECK	$ 86.85
31387	11/29/2021	PARKS	STREETS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL & AUDIOGRAM CHECK	$ 244.80
31387	11/29/2021	PARKS	PD OPS	CONCENTRA MEDICAL CENTERS	DOT PHYSICAL & AUDIOGRAM CHECK	$ 28.95
31388	11/29/2021	PD OPS	CODE ENF	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST SERVICES 10/21	$ 175.00
31389	11/29/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MERP MEDICAL CLAIMS RUN -OUT	$ 446.89
31390	11/29/2021	PD OPS	PD OPS	FRESNO POLICE DEPARTMENT	DRIVER AWARENESS INSTRUCTOR	$ 801.00
31390	11/29/2021	PD OPS	PD OPS	FRESNO POLICE DEPARTMENT	DRIVER TRAINING INSTRUCTOR	$ 1,580.00
31391	11/29/2021	ENGINEERING	WATER CAPITAL	KRAZAN & ASSOCIATES, INC.	SAMPLING AND SAMPLE PREPARATION SERVICES	$ 2,280.00
31392	11/29/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	$ 8,776.00
31393	11/29/2021	WATER OPS	WATER OPS	MADERA PUMPS, INC.	WELL #26 MAINTENANCE	$ 742.50
31394	11/29/2021	PD OPS	PD OPS	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES	$ 29.17
31395	11/29/2021	PD OPS	CODE ENF	MENDOZA, CLAUDIA	PER DIEM - CODE ENFORCEMENT SUPERVISOR	$ 407.00
31396	11/29/2021	PD OPS	PD OPS	OCCU-MED, LTD.	EXAM SERVICESEXAM SERVICES	$ 850.00
31397	11/29/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	10/21 SERVICE 0443905948-8	$ 9.86

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
31398	11/29/2021	FINANCE	SEWER OPS	PITNEY BOWES, INC.	POSTAGE REFILL	$ 265.92
31399	11/29/2021	PD OPS	SUPP LAW ENF	PROFORCE	FIREARMS	$ 798.03
31400	11/29/2021	ENGINEERING	CDBG PUB IMP	PROVOST & PRITCHARD CONSULTING	ENGINEERING SERVICES, PROFESSIONAL	$ 1,073.40
31401	11/29/2021	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 12/21	$ 60.25
31401	11/29/2021	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION 12/21	$ 60.25
31402	11/29/2021	ENGINEERING	MEAS T - RTP	TECHNICON ENGINEERING SVCS., INC.	SAMPLING AND SAMPLE PREPARATION SERVICES	$ 2,743.50
31403	11/29/2021	BUILDING	LTF - STREETS	UNION PACIFIC RAILROAD CO.	PLAN REVIEW -OLIVE ST / MILE POST 184.5-185.0	$ 3,571.00
31404	11/29/2021	PD OPS	GENERAL TRUST	ASSET FORFEITURE/OTHER PD	REQUEST TO CLAIM FUNDS	$ 360.00
31405	11/29/2021	PW ADMIN	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	$ 1,950.00
31406	11/29/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	REFUND DOUBLE PAYMENT	$ 340.85
31407	11/29/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 60.99
31407	11/29/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
31408	11/29/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 317.68
31409	11/29/2021	PLANNING	PLANNING	BLDING/PLAN REFNDS	HOP PAYMENT REIMBURSEMENT	$ 166.00
31410	11/29/2021	BUILDING	BUILDING	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 241.40
31410	11/29/2021	BUILDING	GENERAL FUND	BLDING/PLAN REFNDS	JOB CANCELLED, REIMBURSE FEES	$ 1.50
31411	11/29/2021	UB - WATER	WATER FUND	OTP- UB REFUNDS	UB TERMINATION REFUND 140 DRAKE	$ 590.45
31412	11/30/2021	ENGINEERING	STORM DRAIN SE	CHICAGO TITLE COMPANY	ESCROW - 035-080-026 - SD-P18	$ 369,460.00
20	11/24/2021	GRANTS	HOME DAP	FIDELITY NATIONAL TITLE COMPANY	PROPERTY PURCHASE - 311 MALONE ST	$ 118,238.00
20	11/24/2021	GRANTS	HOME DAP	FIDELITY NATIONAL TITLE COMPANY	PROPERTY PURCHASE - 307 MALONE ST	$ 51,226.00
20	11/24/2021	GRANTS	HOME DAP	FIDELITY NATIONAL TITLE COMPANY	PROPERTY PURCHASE - 309 MALONE ST	$ 82,463.00
				BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL		**$ 2,077,695.57**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

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 December 7, 2021, and approved eligibility lists for the following classifications:

- Police Officer Trainee
- Accounting Technician II
- Public Works Equipment Operator

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

Table 1: New Hires and Re-hires

Name	*Position*	*Department*	*Status**	*Effective Date*
Yalixia Moreno	Public Safety Dispatcher	Police	FT	11/15/21
Anayely Rodriguez	Park Aide	Parks & Community Services	PT	11/29/21
Marcela Zuniga	Grant Administrator	Finance – Grants	FT	12/6/21

*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			
Name	*Old Position*	*New Position*	*Effective Date*
Gabriela Salazar	Administrative Analyst I, Administration	Administrative Analyst I, Parks & Community Services	11/6/21
Dominic Kincaid	Police Officer I	Police Officer II	11/18/21
Ruben Hernandez	Animal Control Officer	Public Safety Dispatcher	11/20/21
Daniel Marcello	Public Works Maintenance Worker II, Sewer Division	Wastewater Treatment Plant Operator-in-Training	11/22/21
Tara Maggiore	Public Safety Dispatcher, temporary out-of-class	Records Clerk	11/24/21
Michelle Avalos	Program Manager – Grants, temporary out-of-class	Grants Specialist	12/6/21
Joseph Hebert	Grant Administrator, temporary out-of-class	Program Manager – Grants	12/6/21

The following employees separated from employment since our last report.

Table 3: Separations				
Name	*Position*	*Department*	*Status**	*Effective Date*
Mariana Nambo	Administrative Assistant	Engineering	PT	11/19/21

*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:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-4

SUBJECT:

Salary range assignments for part time positions due to increases in the California minimum wage

RECOMMENDATION:

Adopt a resolution approving the City of Madera Part Time Salary Schedule effective January 1, 2022

SUMMARY:

Resolution 07-132 was adopted by the Council in May 2007 setting the rate of compensation for part time positions of the City of Madera based on Salary Schedule P. Schedule P is different than the full time salary schedule in two ways:

1. Each range consists of 5 steps, rather than 6 as found on the full time schedule; and
2. Steps within a range increase by 50 cent increments, rather than by percent.

The resolution has been amended from time to time when new part time positions were added or changes were made to the California minimum wage. The requested action is to adjust the salary range assignments to account for the new California minimum wage of $15.00 per hour to be effective January 1, 2022.

DISCUSSION:

Beginning in 2017, California has implemented scheduled increases to the minimum wage. The final increase for employers with twenty-six (26) or more employees based on this schedule will be effective January 1, 2022, increasing the minimum wage to $15.00 per hour.

The proposed part time salary schedule contemplated in this report will adjust the salary range assignments for part time positions on Schedule P so that the starting wage for the lowest paid

positions is equal to the new minimum wage effective January 1, 2022. All other positions are proposed to be adjusted by the same amount to keep the current compensation spread between positions. Exhibit 1 to the resolution provided with this report shows the proposed Part Time Salary Schedule being considered for adoption.

FINANCIAL IMPACT:

While the increase in minimum wage will increase the pay rate for part time employees effective January 1, 2022, minimum wage increases have already been taken into account when calculating the 2021/22 budgeted part time salaries and benefits.

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:

If Council does not approve the proposed changes, the assigned salary ranges will remain as is. Should this occur, staff requests direction on next steps in addressing minimum wage changes.

ATTACHMENTS:

1. Resolution
    a. Exhibit 1: City of Madera Part Time Salary Schedule effective January 1, 2022

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING COMPENSATION RANGES FOR PART TIME POSITIONS

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

1. Effective January 1, 2022, compensation ranges for part time positions of the City of Madera will be assigned ranges from Salary Schedule P as indicated in Exhibit 1, attached hereto and incorporated herein.

2. This resolution shall supersede any and all prior resolutions setting compensation ranges for part time positions, which shall be of no further force and effect as of the effective date of this resolution.

3. This resolution is effective immediately upon adoption.

****

Exhibit 1

City of Madera
Part Time Salary Schedule

Position	Schedule P Range	Step A	Step B	Step C	Step D	Step E
Hourly Pay Rate						
Program Leader I	16	15.00	15.50	16.00	16.50	17.00
Parking Enforcement Officer	16	15.00	15.50	16.00	16.50	17.00
Custodian	16	15.00	15.50	16.00	16.50	17.00
Parks Seasonal Part Time	16	15.00	15.50	16.00	16.50	17.00
Facility Aide	16	15.00	15.50	16.00	16.50	17.00
Public Works Maintenance Aid	16	15.00	15.50	16.00	16.50	17.00
Lifeguard/Swim Instructor	17	15.50	16.00	16.50	17.00	17.50
Facility Aide, Certified Pool Operator	17	15.50	16.00	16.50	17.00	17.50
Head Lifeguard	19	16.50	17.00	17.50	18.00	18.50
Program Leader II	20	17.00	17.50	18.00	18.50	19.00
Pool Manager	20	17.00	17.50	18.00	18.50	19.00
Community Service Supervisor	21	17.50	18.00	18.50	19.00	19.50
Engineering Intern	21	17.50	18.00	18.50	19.00	19.50
Code Enforcement Consultant	31	22.50	23.00	23.50	24.00	24.50
Project Development Coordinator (Unlicensed)	61	37.50	38.00	38.50	39.00	39.50
Parks & Community Services Project Manager	71	42.50	43.00	43.50	44.00	44.50
Project Development Coordinator (Licensed)	76	45.00	45.50	46.00	46.50	47.00
Parks Special Projects Manager	87	50.50	51.00	51.50	52.00	52.50
Special Transportation Projects Director	93	53.50	54.00	54.50	55.00	55.50
Per Game Pay Rate						
Soccer Official	65	39.50	40.00	40.50	41.00	41.50
Softball Umpire (one official)	35	24.50	25.00	25.50	26.00	26.50
Softball Umpire (two officials)	25	19.50	20.00	20.50	21.00	21.50
Adult Basketball Referee	35	24.50	25.00	25.50	26.00	26.50
Youth Basketball Referee	25	19.50	20.00	20.50	21.00	21.50

Adopted 12/15/2021
Effective 1/1/2022

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-5

SUBJECT:

Approval of Test Rental and Use Agreement for employment-related testing services

RECOMMENDATION:

Adopt a minute order approving the Test Rental and Use Agreement with CPS HR Consulting and authorizing the City Manager to execute the Agreement

SUMMARY:

CPS HR Consulting (CPS HR) is a public sector organization that provides various personnel management services to public sector and non-profit organizations. The City routinely utilizes test rental services through CPS HR for pre-employment testing, promotional examinations, and bilingual skills testing. Continued use of CPS HR's testing products requires the City to enter into an agreement for services.

DISCUSSION:

CPS HR Consulting (CPS HR) was established in 1985 as a self-supporting public agency. They provide a wide range of services to public entities and non-profit organizations, including recruitment, testing, training, and consulting services. The City routinely utilizes the testing services available for employment-related testing as part of the recruitment and selection process, as well as bilingual English/Spanish testing of current employees. In order to continue utilizing this resource, the City must execute an updated Test Rental and Use Agreement.

FINANCIAL IMPACT:

Execution of the agreement will not incur any specific expenditure. Staff's utilization of the services are billed based on actual testing services requested and the specific number of test takers. Adequate funds are included in the Human Resources department budget each year for both recruitment-related and bilingual testing services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Skills testing for City employees is not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council could direct staff to seek out other public sector testing providers.

ATTACHMENTS:

1. CPS HR Consulting Test Rental and Use Agreement

CPS HR CONSULTING

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement ("Agreement") is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority ("CPS HR") and the Agency or Organization named in the signature block at the end of the Agreement ("Client").

A. Purpose. This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.

2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.

3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.

2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.

3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. Review Copies. Review of CPS HR tests, regardless of format, is subject to the test security standards.

(a) Test Rental Division: To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).

(b) SLPP: CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.

(c) On-line Testing: To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. Ordering Testing Materials and Scheduling of Examinations.

(a) Test Rental Division:

(i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.

(ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

(b) On-line Testing:

(i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.

(ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. After the test date.

(a) Test Rental Division:

(i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.

(ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

(i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.

(ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.

2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.

3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.

4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of $15,000.

5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.

6. Credits. For each unopened package of stock exams that is returned, a $35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. Answer Sheets.

(a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.

(b) Candidates are not allowed to review the question booklet during this inspection period.

(c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.

2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.

3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.

I. Legal Proceedings Involving Test Materials.

1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.

2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.

3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.

4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.

2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be

considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. Termination Without Cause. CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.

4. Return of Test Materials. Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices**. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.

2. **Dispute Resolution; Remedies.**

   (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

   (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.

3. **Attorneys Fees**. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.

5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

6. **Counterparts; Facsimile Signature; Electronic Signature**. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.

7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.

8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: _____

Title: _____

Email: _____

Date: _____

Exhibit A

Authorized Representative(s) ***(use an additional page if needed)*** By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title		
Agency		
Street Address, City, State, Zip		
E-Mail	Phone Number	Fax Number

III. Physical Address

Agency / Department Name
Street Address, City, State, Zip

Exhibit B
CPS HR Test Rental Division Rates
Effective January 2020 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	$295.00	$595.00	$995.00	$350.00
1-100 Candidates (per candidate)	$9.00	$14.00	$15.00	$10.00
101-500 Candidates (per candidate)	$8.50	$13.00	$14.00	$9.50
501+ Candidates (per candidate)	$8.00	$12.00	$13.00	$9.00
New Item Writing/Entry	N/A	N/A	$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	***Online Practice Test***
$3.00 if purchased by client $5.00 if purchased by candidate	$10.00 if purchased by client $15.00 if purchased by candidate

*****CPS HR will apply a credit of $35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test orde**r (see additional terms listed on F.6.).

******Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	**Semi-Stock Tests**	**Agency Tests**	**Custom Tests**
Administrative Set Up Fee (per order)	$95.00	$95.00	$95.00	$95.00
One Time Exam Set Up Fee	N/A	$595.00	$350.00	$995.00
Per Candidate Fee	$15.00	$15.00	$15.00	$15.00
Title Change (optional)	$25.00	N/A	N/A	N/A
Additional Supplement (optional)	$50.00	N/A	N/A	N/A

** The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.*

** All exams must be administered in a proctored environment*

Exhibit C
CPS HR Special Services
Effective January 2020 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	**Candidate Price**
Administrative Set Up Fee (per order)	$75.00	
1 hour test (per candidate)	$22.50	$25.50
1 – 2 hour test (per candidate)	$30.00	$33.00
2 – 3 hour test (per candidate)	$38.75	$41.75
Over 3 hour test (per candidate)	$47.50	$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	$12.00	$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	$8.00	$8.00

SPECIAL SERVICES	
Cover Change – Stock Exams Only	$100 base fee (unopened returned books will NOT qualify for a credit)
Re-Scoring/Hand-Scoring of Answer Sheet	$ 30.00 (Requested directly by Agency)
Review Copies (Hardcopies sent via FedEx)	$25.00 per order (online review copies are provided at no charge)
Scoring Keys	$10.00 per Overlay, Key Sheet provided at no additional cost
Spanish Language Proficiency Oral Exam	$295.00 Base Fee + $120 per candidate (Professional Scoring Included)
Stock Supplements	$ 2.00 per book when ordered with a Stock test
Structured Interview Packages	$595.00 Base Fee + $15.00 per candidate
Supplemental Orders	$25 base fee, candidate count fee, and shipping/handling
Writing Proficiency Exam	$ 350.00 Base Fee + $ 15.00 per candidate (Professional Scoring included)
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time $130 an hour Technician Time $ 75 an hour

Exhibit D

CPS HR On-line Skills Test Pricing Schedule
Effective January 2020 - Subject to Change

ONLINE SKILLS TEST			
	Single-Subject Test	**Two-Subject Test**	**Each Additional Subject**
1 - 25 Candidates (per candidate)	$20.00	$30.00	$6.00
26 - 100 Candidates (per candidate)	$18.00	$27.00	$6.00
101 - 250 Candidates (per candidate)	$17.00	$25.50	$6.00
251 - 1,000 Candidates (per candidate)	$15.00	$22.50	$6.00
1,001+ Candidates (per candidate)	$12.00	$18.00	$6.00

SOFTWARE SKILLS		
Access	**Excel**	**Word**
Expert	Expert	Expert
Advanced	Advanced	Advanced
Intermediate	Intermediate	Intermediate
Beginner	Beginner	Beginner
Standard*	Standard*	Standard*
	Excel Simulation**	Word Simulation**
PowerPoint	**Outlook**	**Windows**
Expert	Expert	Windows 8
Advanced	Advanced	Windows 7
Intermediate	Intermediate	Windows Vista
Beginner	Beginner	
Standard*	Standard*	
PowerPoint Simulation**	Outlook Simulation**	

**Standard exam contains items from Advanced, Intermediate and Beginner*
*** Simulation exam contains items from Expert, Advanced, Intermediate and Beginner*

Other Exams		
Basic Computer Knowledge for Windows	SharePoint	Regular Typing Skills
Excel Functions	Email Etiquette	Internet Explorer 8 or 10
Publisher	Web Search Skills	

Contact us for a full list of available exams

Exhibit E

CPS HR On-line Personality Test Pricing Schedule
Effective January 2020 - Subject to Change

PERSONALITY TEST	
Report Option	**Price Per Candidate**
General Employability Report (if used with stock exam)	$7.50
General Employability Report (if used without a stock exam)	$10
Advantage Report	$15
Express Report	$50
Potential Report	$150
Challenge Report	$150
Values Report	$150
Leader Basis	$200
Leadership Forecast (includes Potential, Challenge and Values reports)	$400
Coaching Report	*Free with order of Leadership Forecast Report*

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-6

SUBJECT:

Annexation of Linden Apartments into Zone of Benefit 4 and Camarena Health into Zone of Benefit 51 of Landscape and Lighting Assessment Districts (LMD) Zone for Fiscal Year 2022/23

RECOMMENDATION:

Adopt Resolutions Approving Annexation of Linden Apartments and Camarena Health) into their respective Zones of Benefit, 4 & 51, and Confirming the Diagrams and Assessments for Citywide Landscape and Lighting Assessment District of their respective Zones of Benefit: 4 and 51.

SUMMARY:

In the fall of 2019, the City approved Precise Plan (PPL 2019-05) for the Linden Apartments Site Plan Review (SPR 2019-07) for Camarena Health. A requirement of both Projects' development is annexation of the parcels into the City's existing LMD Zones of Benefit 4 and 51 for perpetual maintenance of landscaping. This item would fulfill said requirement.

DISCUSSION:

In June of 1991, the City formed the Citywide Landscape Assessment District which allowed for individual LMD's to be formed for the purposes of levying assessments against new development for the maintenance of landscaped areas including median islands, certain park strips, frontage road islands and certain landscaped outlots. Ultimately, the creation of LMD's leads to a greater ability to provide projects that meet the City's goals of more attractive development. In recent years, the City has taken efforts to halt or slow the growth of zones through annexation of new developments into existing zones where such annexation was logical.

LMD Zone 4 is responsible for maintenance of certain landscaped areas in the City along Westberry Boulevard and Sunset Avenue. LMD zone 51 is the citywide area responsible for the maintenance of landscaped areas at various locations across the city. The location of both additions can be found on the map of all city-wide LMD districts, which is attachment 5 of this report.

City staff requests City Council (Council) consider and approve the covenants attached herein which have been signed and notarized by the respective property owners.

FINANCIAL IMPACT:

The parcels will be responsible for participating in the cost of maintaining existing and proposed landscaping additions to their respective zones.

For the addition of Linden Apartments into Zone 4, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed $64.96 dollars for each of the 29 dwelling units or $1,884.02 for the parcel as a whole.

For the addition of Camarena Health to Zone 51, the annual assessment amount on the parcels subject to this action will be in an amount not to exceed the following amounts per parcel:

APN 012-280-001-000 - $18.59
APN 012-280-002-000 - $20.29
APN 012-280-003-000 - $20.48
APN 012-280-010-000 - $17.60
APN 012-280-011-000 - $15.96
APN 012-280-012-000 - $15.31
APN 012-280-013-000 - $101.22

There are no financial impacts to the General Fund unless future costs exceed that which cannot be recovered through a Proposition 218 process and City does not elect to reduce maintenance levels to a point that are commensurate with revenue received.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The inclusion of the parcels into LMD Zones of Benefit 4 & 51 is consistent with:

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

Action 134.1: Consider establishment of design/landscape standards for neighborhoods and business construction - *Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.*

ALTERNATIVES:

Should Council not accept the annexation of the parcels into the existing LMD zone, the goal of spreading costs to as many eligible parcels as possible will be negatively impacted in that some parcel will continue to absorb a larger cost of maintenance than others that may not participate in the sharing the cost.

ATTACHMENTS:

1. Resolution – Confirmation of the Diagram and Assessments for Zone 4
   Exhibit A – Legal Descriptions
   Exhibit B – Assessment Diagrams

Exhibit C – Assessment Amounts

2. Resolution – Confirmation of the Diagram and Assessments for Zone 51
   Exhibit A – Legal Descriptions
   Exhibit B – Assessment Diagrams
   Exhibit C – Assessment Amounts
3. Covenant for Zone 4, Linden Apartments
4. Covenant for Zone 51, Camarena Health
5. Map of City-Wide LMD Zones

Attachment 1

Resolution
Confirmation of the Diagram and Assessments for Zone of Benefit 4

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LINDEN APARTMENTS INTO ZONE OF BENEFIT 4, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 4 FOR FISCAL YEAR (FY) 2022/23, AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for FY 2022/23 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 4 of said District consisting of Linden Apartments, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

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

WHEREAS, the property owners have consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year; and

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

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

1. The above recitals are true and correct.

2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto

and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 4 for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2022/23 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in "Covenant Landscape Maintenance District Zone of Benefit 4."

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

5. The City Engineer and City Clerk are collectively authorized to make any clerical corrections to this resolution and related documents.

6. This resolution is effective immediately upon adoption.

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

Exhibit A

Legal Description – Linden Street Apartments

Real property in the City of Madera, County of Madera, State of California, described as follows:

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOL. 369 AT PAGE 39, OFFICIAL RECORDS OF MADERA COUNTY, CALIFORNIA, SAID POINT BEARING EAST 484 FEET AND NORTH 00˚ 21' EAST 348.4 FEET FROM THE WEST QUARTER CORNER OF THE SAID SECTION 23, THENCE ALONG THE SAID EAST LINE OF SAID TRACT, NORTH 00˚ 21' WEST 137.5 FEET; THENCE WESTERLY 317.3 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID TRACT, THENCE ALONG SAID WEST LINE SOUTHERLY 137.5 FEET; THENCE EASTERLY 317.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 006-250-014-000

Exhibit B

Assessment Diagram – Linden Apartments

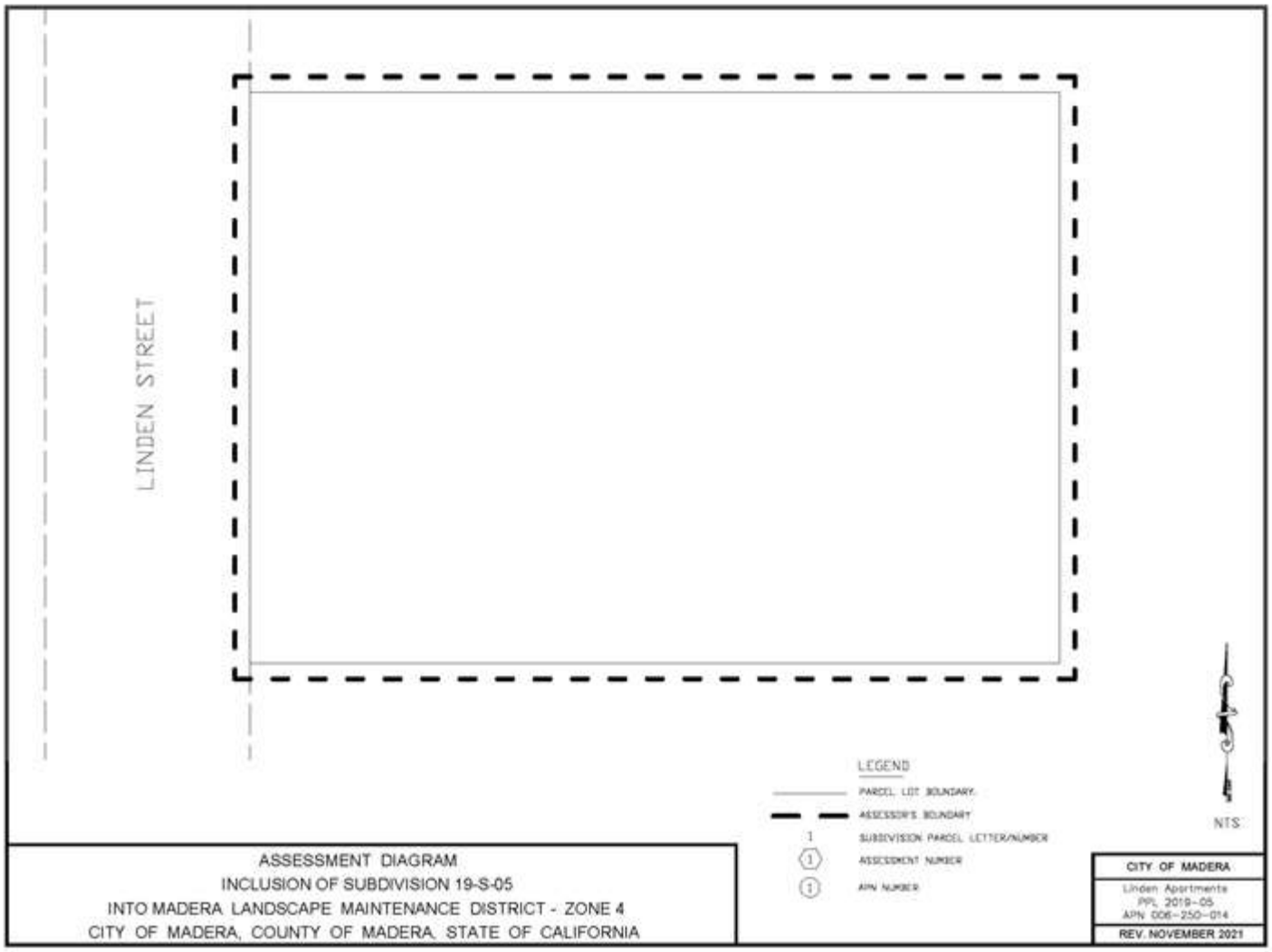

LINDEN STREET
LEGEND
PARCEL LOT BOUNDARY
ASSESSOR'S BOUNDARY
1 SUBDIVISION PARCEL LETTER/NUMBER
1 ASSESSMENT NUMBER
1 APN NUMBER
NTS
ASSESSMENT DIAGRAM
INCLUSION OF SUBDIVISION 19-S-05
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 4
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA
CITY OF MADERA
Linden Apartments
PPL 2019-05
APN 006-250-014
REV. NOVEMBER 2021

Exhibit C

Assessment Amounts – Linden Apartments

Assessor's Parcel Number	Assessment Amount (FY 2022/2023)
006-250-014-000	$1,883.84 *

*Assessment amount is equivalent to $64.96 per dwelling unit

Attachment 2

Resolution
Confirmation of the Diagram and Assessments for Zone of Benefit 51

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF CAMARENA HEALTH INTO ZONE OF BENEFIT 51, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITYWIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2022/23, AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for FY 2022/23 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 51 of said District consisting of Camarena Health, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of Engineer's Report, or both; and

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

WHEREAS, the property owners have consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year; and

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

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

1. The above recitals are true and correct.

2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagrammed in Exhibit "B," both of which are attached hereto

and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 51 for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2022/23 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in "Covenant Landscape Maintenance District Zone of Benefit 51."

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

5. The City Engineer and City Clerk are collectively authorized to make any clerical corrections to this resolution and related documents.

6. This resolution is effective immediately upon adoption.

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

Exhibit A

Legal Description – Camarena Health

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

PARCEL A:

Lots 1 through 6 of Madera Professional Center Subdivision, according to the map thereof recorded December 30, 1980 in Book 27 of Maps, at Page 55, Records of Madera County.

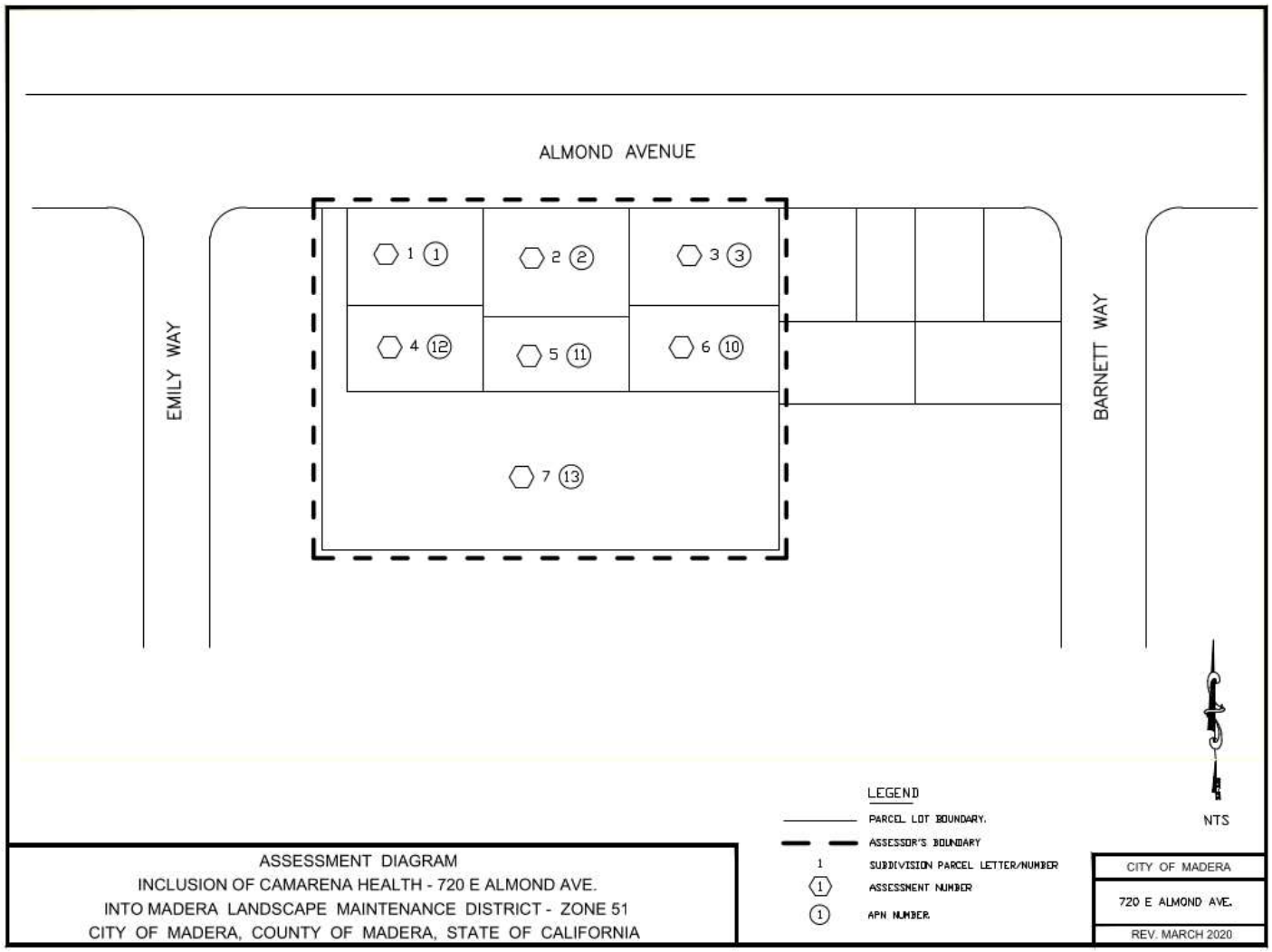
PARCEL B:

TOGETHER with all of 100% interest in Lot 7 (common area) of Madera Professional Center Subdivision, according to the map thereof recorded December 30, 1960 in Book 27 of Maps, at Page 55, Records of Madera County.

APN: 012-280-01, 02, 03, 10, 11, 12 and 13
(End of Legal Description)

Exhibit B

Assessment Diagram – Camarena Health



ASSESSMENT DIAGRAM
INCLUSION OF CAMARENA HEALTH - 720 E ALMOND AVE.
INTO MADERA LANDSCAPE MAINTENANCE DISTRICT - ZONE 51
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA

CITY OF MADERA
720 E ALMOND AVE.
REV. MARCH 2020

Exhibit C

Assessment Amounts – Camarena Health

Assessor's Parcel Number	Assessment Amount (FY 2022/2023)
012-280-001-000	$18.59
012-280-002-000	$20.29
012-280-003-000	$20.48
012-280-010-000	$17.60
012-280-011-000	$15.96
012-280-012-000	$15.31
012-280-013-000	$101.22

Attachment 3

LMD Covenant – Linden Apartments

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

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

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 4

WHEREAS, Ubaldo Garcia, hereinafter referred to as "Covenantor," is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A" which is incorporated by reference; and

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

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

WHEREAS, Covenantor is required by the City as a condition of Precise Plan (PPL) 2019-05 approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission on November 12, 2019, approved PPL 2019-05 which provided for the annexation of this commercial parcel into the aforementioned Zone of Benefit; and

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

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Site Plan Review and Conditional Use Permit for the commercial parcel, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

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

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

4. The Covenantor consents to an annual assessment on the Subject Property(ies). The assessment, based on dwelling units, currently in an amount not to exceed $64.96 per dwelling unit with the assessment per parcel being proportional to the number of dwelling units situated on each parcel(s). The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent

(2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

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

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

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

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

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

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

continued existence and enforcement are no longer necessary.

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

12. This Covenant shall be effective on _____, 2021.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith B. Helmuth, P.E., City Engineer

COVENANTOR: UBALDO GARCIA

By: _____
Ubaldo Garcia

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT “A”
TO COVENANT LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 4
Legal Description

Real property in the City of Madera, County of Madera, State of California, described as follows:

A PARCEL OF LAND IN THE NORTH HALF OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN DEED RECORDED IN VOL. 369 AT PAGE 39, OFFICIAL RECORDS OF MADERA COUNTY, CALIFORNIA, SAID POINT BEARING EAST 484 FEET AND NORTH 00˚ 21’ EAST 348.4 FEET FROM THE WEST QUARTER CORNER OF THE SAID SECTION 23, THENCE ALONG THE SAID EAST LINE OF SAID TRACT, NORTH 00˚ 21’ WEST 137.5 FEET; THENCE WESTERLY 317.3 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID TRACT, THENCE ALONG SAID WEST LINE SOUTHERLY 137.5 FEET; THENCE EASTERLY 317.3 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 006-250-014-000

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

Attachment 4

LMD Covenant – Camarena Health

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

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

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 51

WHEREAS, **Camarena Health Inc**, hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A" which is incorporated by reference; and

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

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

WHEREAS, Covenantor is required by the City as a condition of Site Plan Review (SPR) 2019-07 approval to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Department on September 10, 2019, conditionally approved Site Plan Review SPR 2019-07 for the Subject Property which provided for the annexation of the Subject Property into the aforementioned Zone of Benefit; and

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

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Conditional Use Permits and Site Plan Review for the Subject Property, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.
2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said District pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.
3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.
4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed the following for each APN:

   APN 012-280-001-000 - $18.59
   APN 012-280-002-000 - $20.29
   APN 012-280-003-000 - $20.48
   APN 012-280-010-000 - $17.60
   APN 012-280-011-000 - $15.96
   APN 012-280-012-000 - $15.31
   APN 012-280-013-000 - $101.22

   The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape

Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).
6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).
7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.
8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.
9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the

undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.
11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.
12. This Covenant shall be effective on _____ 2021.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Santos Garcia, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

By: _____
Keith B. Helmuth, P.E.,
City Engineer

COVENANTOR: Camarena Health ____

By: _____
Paulo A. Soares, CEO

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT “A”
TO COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 51

Legal Description

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

PARCEL A:

Lots 1 through 6 of Madera Professional Center Subdivision, according to the map thereof recorded December 30, 1980 in Book 27 of Maps, at Page 55, Records of Madera County.

PARCEL B:

TOGETHER with all of 100% interest in Lot 7 (common area) of Madera Professional Center Subdivision, according to the map thereof recorded December 30, 1960 in Book 27 of Maps, at Page 55, Records of Madera County.

APN: 012-280-01, 02, 03, 10, 11, 12 and 13
(End of Legal Description)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

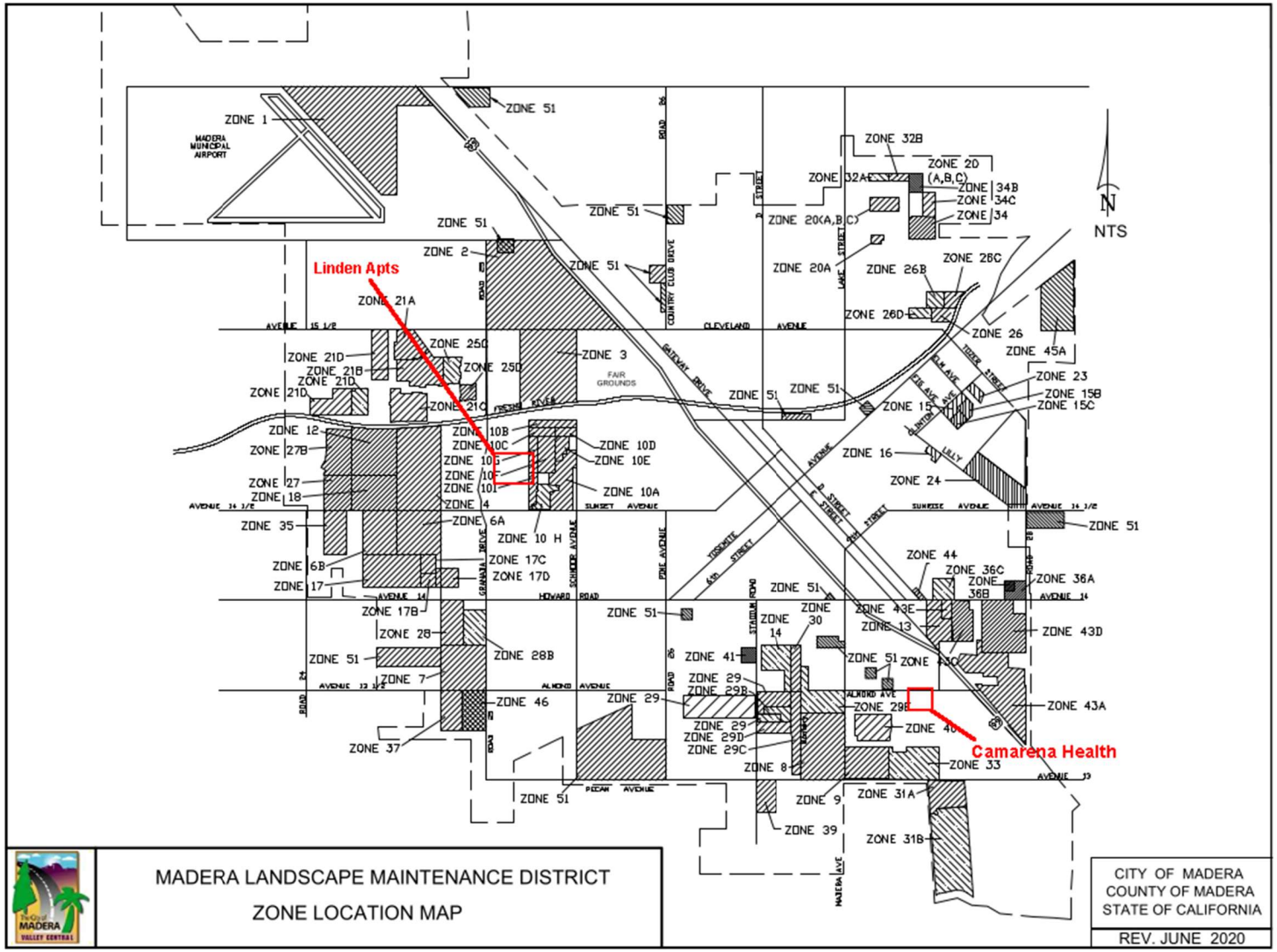
_____

Notary Public

SEAL:

Attachment 5

Map of City-Wide LMD Zones


Linden Apts
Camarena Health
ZONE 1
MADERA MUNICIPAL AIRPORT
ZONE 51
ZONE 2
ZONE 21A
ZONE 21D
ZONE 21B
ZONE 21C
ZONE 25C
ZONE 25D
ZONE 3
FAIR GROUNDS
ZONE 12
ZONE 27B
ZONE 27
ZONE 18
ZONE 35
ZONE 6B
ZONE 17
ZONE 17B
ZONE 28
ZONE 7
ZONE 37
ZONE 10B
ZONE 10C
ZONE 10G
ZONE 10F
ZONE 10I
ZONE 4
ZONE 10D
ZONE 10E
ZONE 10A
ZONE 10 H
ZONE 6A
ZONE 17C
ZONE 17D
ZONE 28B
ZONE 46
ZONE 29
ZONE 41
ZONE 29B
ZONE 29C
ZONE 8
ZONE 39
ZONE 9
ZONE 31A
ZONE 31B
ZONE 33
ZONE 40
ZONE 43A
ZONE 43D
ZONE 43E
ZONE 43C
ZONE 13
ZONE 30
ZONE 14
ZONE 44
ZONE 36C
ZONE 36B
ZONE 36A
ZONE 32B
ZONE 20 (A,B,C)
ZONE 32A
ZONE 34B
ZONE 34C
ZONE 34
ZONE 20(A,B,C)
ZONE 20A
ZONE 26B
ZONE 26C
ZONE 26D
ZONE 26
ZONE 45A
ZONE 23
ZONE 15B
ZONE 15C
ZONE 15
ZONE 16
ZONE 24
ZONE 51
N
NTS
MADERA LANDSCAPE MAINTENANCE DISTRICT
ZONE LOCATION MAP
CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA
REV. JUNE 2020

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-7

SUBJECT:

Revisions to the Civil Service Commission composition and appointment process

RECOMMENDATION:

Waive further reading and adopt an ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to number of Commissioners and method for making appointments to Civil Service Commission

SUMMARY:

The City of Madera Municipal Code provides that the Civil Service Commission (Commission) is comprised of five (5) members appointed at-large by the City Council (Council) as a whole. Staff advised Council at the October 20, 2021 meeting that the Municipal Code is inconsistent with the California Government Code. The Government Code provides that when a general law City has an elected Mayor, appointments to boards, commissions, and committees are to be made by the elected Mayor, subject to the approval of the full City Council. The City's Municipal Code must be updated to resolve this inconsistency. Additionally, at its October 20, 2021 meeting, Council provided direction to staff to modify the Commission membership from five (5) Commissioners to seven (7) Commissioners, with individual members of the Council providing nominations for consideration by the Mayor.

The City Council took action to introduce the proposed ordinance at its November 17, 2021 meeting. The proposed ordinance captures the updates to the Commission appointment process to correctly reflect the requirements of the Government Code as well as Council's direction relative to the membership count. The requested action is to adopt the ordinance amending the Municipal Code to finalize the procedural steps to effectuate the change.

DISCUSSION:

The Commission is established in Chapter 2 of the City's Municipal Code. The Commission reviews recruitments and certifies the list of eligible candidates for full time employment with the City. The Commission also is the hearing body for appeals related to employment practices, including employee discipline, application of the City's Personnel Rules, and hiring practices. Pursuant to Municipal Code Section 2-2.303, the Commission is a five (5) member body appointed by the City Council as a whole by resolution. Per the Municipal Code, the resolution of appointment must be approved by at least four (4) members of the Council. This is consistent with state law that all resolutions require a vote of a majority of the entire membership. In this case with seven members on the Council, four (4) votes are necessary.

As Council was advised on October 20th, the City's Code is inconsistent with the California Government Code, specifically §40605, which provides as follows:

> In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

A memorandum from the City Attorney providing more details on this matter is provided as Attachment 1 to this report. In her memo she quotes from an Attorney General Opinion summing up this matter as follows: "We believe. . . that the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments." Her memo includes exceptions in that a statute or a joint powers agreement that addresses the appointments for particular entities would prevail over the Government Code.

At its October 20, 2021 meeting, Council provided staff direction to modify the membership count of the Commission from five (5) Commissioners to seven (7) Commissioners, with individual members of the City Council providing the elected Mayor with nominations to be considered.

Based on this direction and the requirements of the Government Code, staff prepared an ordinance for Council's consideration. The ordinance is provided as Attachment 2 to this report. Council introduced the proposed ordinance at its meeting on November 17, 2021. Following that introduction, a summary of the ordinance was published in the *Madera Tribune* on Wednesday, December 1, 2021. Adoption of the ordinance is the final step to effectuate the change for the Civil Service Commission composition and appointment process.

FINANCIAL IMPACT:

There is no anticipated financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council may direct staff to draft further revisions to the Commissioner appointment process.

ATTACHMENTS:

1. Memorandum from City Attorney regarding Mayor and City Council Roles in Appointments to Boards, Commissions, and Committees
2. Proposed Ordinance amending §2-2.303 of Title II of the Madera Municipal Code relating to Civil Service Commission appointments

MONTOY LAW
CORPORATION

HILDA CANTÚ MONTOY

MEMORANDUM FROM CITY ATTORNEY

October 20, 2021

TO: Mayor and Council

CC: Arnoldo Rodriguez, City Manager
Alicia Gonzales, City Clerk

RE: Mayor and City Council Roles in Appointments to Boards, Commissions, and Committees

This memorandum is offered to provide some guidance to the Mayor and Council as to their respective roles regarding appointments to boards, commissions, and committees.

State Law Governs Appointments in General Law Cities

Government Code section 40605 provides as follows:

> In general law cities where the office of mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.

Questions have arisen in other jurisdictions as to the respective authority of the Mayor and the City Council in making appointments. While there is no case law interpreting Government Code section 40605, Attorney General Opinions have been issued that interpret it.

In 1998, the California Attorney General issued 81 Ops. Cal. Atty. Gen. 75 (hereafter 1998 AG Opinion). There, the Attorney General reached three conclusions:

1. The AG concluded that the mayoral appointment authority extends to "all appointments to boards, commissions, and committees . . . ." (§ 40605; italics added.) There is no express limitation that would confine the power of appointment to bodies that are entirely within city government.
2. An argument was made that the City's ordinance was a statute, and therefore, the City ordinance regarding appointments to boards and commissions prevailed over Section 40605. The Attorney General concluded that a city ordinance is not a statute as that term is used in section 40605. Therefore, a city does not have legal authority to adopt an alternative selection process by ordinance or resolution that is inconsistent with state law.
3. The AG concluded that Section 40605 is applicable to subcommittees of a city council.

The Attorney General noted that a city council's authority under Section 40605 may not be construed "to direct the mayor to appoint a particular person to a board, commission, or committee." It further reasoned: "Where section 40605 applies, it is the mayor's prerogative to

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PHONE: 559-579-1924 • FAX: 559-579-1923 • EMAIL: HILDAC@MONTOYLAW.COM

make the appointment and the city council's responsibility to approve or reject the appointment." (emphasis added)

Statutory Selection Prevails Over Government Code Section 40605

The general rule under Government Code section 40605 is not applicable where the State legislature has adopted statutes governing the process (per the language at end of the section which states "unless otherwise specifically provided by statute"). As explained by the Attorney General in the 1998 AG Opinion:

> It is to be observed that some regional boards, commissions, and committees do not have their members selected by mayoral appointments, as specified in various state statutes. (See, e.g., Health & Saf. Code, § 40420 [South Coast Air Quality Management District]; Pub. Resources Code, § 29735 [Delta Protection Commission]; Pub. Utilities Code, § 30201 [Southern California Rapid Transit

Language in Joint Powers Agreements Prevails Over Government Code Section 40605

The general rule under section 40605 is not applicable where controlled by a joint powers agreement. As explained by the Attorney General in the 1998 AG Opinion:

> Somewhat unique is a joint powers agency established under the Joint Exercise of Powers Act (§§ 6500-6599.) The composition of an agency's governing body is controlled by the terms of the agreement. (§ 6508; see 78 Ops.Cal.Atty.Gen. 60, 65 (1995); 57 Ops.Cal.Atty.Gen. 295, 301 (1974).) Assuming the agreement does not specify how the selection is to be made, section 40605 requires the mayor to make the appointment subject to the approval of the city council.

Based on this, the general rule under Government Code section 40605 does not apply if the joint powers agreement regulates the selection process. If it does not regulate the process, only then does the general rule under Government Code section 40605 apply.

Summary

The following from the 1998 AG Opinion sums up the general rule regarding the Mayor and Council's respective roles under Government Code section 40605: "We believe, instead, that the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments. If a statute or a joint powers agreement addresses the appointments for particular entities, the statutory or agreement language for appointments would need to be followed.

Respectfully submitted,



Hilda Cantú Montoy

ORDINANCE NO. 21-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING SECTION 2-2.303 OF TITLE II, CHAPTER 2 OF THE MADERA MUNICIPAL CODE RELATING TO NUMBER OF COMMISSIONERS AND METHOD FOR MAKING APPOINTMENTS TO THE CIVIL SERVICE COMMISSION

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-2.303 of the Madera Municipal Code is amended to read as follows:

§2-2.303 CIVIL SERVICE COMMISSION.

(A) There is created a Civil Service Commission (Commission) to consist of seven members to be appointed as provided in this section.

(B) Appointment.

(1) The Mayor is authorized to make appointments to the Commission subject to approval by the City Council.

(2) The Mayor will ask each Council Member to submit a nominee for appointment to the Commission. Each Council Member will have an opportunity to make a nomination.

(3) The Mayor will submit appointees to the City Council for consideration.

(4) The City Council is authorized to approve or reject any appointment made by the Mayor.

(5) Council approval of any appointment shall be made by resolution adopted by four votes of the City Council.

(6) Upon the City Council's determination not to approve a Mayor's appointee, the Mayor shall proceed to seek another nominee, make another appointment, and submit the appointee to the City Council for consideration and approval as set forth in this section.

(C) Term.

Each Commission Member shall serve a term of four years as set forth in § 2-3.101(B) of the Municipal Code.

(D) Vacancies.

Vacancies on the Commission shall be filled in the manner set forth in Subsection (B) above for the unexpired term as provided in this chapter. Each member shall serve until his or her successor is appointed and qualified.

(E) Chairperson.

Annually, the Commission shall, by majority vote, designate one of its members as the chair of the Commission in a manner consistent with the Civil Service Commission Rules of Procedure.

(F) Qualifications.

Members of the Civil Service Commission shall be residents of the city. No person shall be appointed to the Commission who holds any employment with the city. Nor shall any member be employed by or under the direct supervision of any current member of the City Council.

SECTION 2. **SEVERANCE**. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. **CEQA**. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 4. **PUBLICATION**. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

****

REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Interim Public Works Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-8

SUBJECT:

Underground Service Alert of Northern California and Nevada (USA) Membership Agreement

RECOMMENDATION:

Adopt a Minute Order Approving the First Amended Membership Agreement with USA

SUMMARY:

The City and all USA members have received an amended member agreement from USA that was approved by USA's Board of Directors. The only change in the following amendment is that it spells out the responsibilities of the parties in more detail to clarify expectations.

DISCUSSION:

The City is a member of the USA, Northern California region, underground service alert system, commonly known as 811. USA North 811 is a 501(c)(6) non-profit organization funded by over 1,500 utility owners and governed by 34 board members elected from the membership. USA North is not owned or operated by any utility company and is not an agency of the State. Rather, the 811 system is a toll-free telephone system that notifies utility companies that someone is planning on excavating. The document that is submitted through USA North 811, which requests the utility members to mark or locate their underground lines at a worksite are referred to as an 811 "ticket" which is the industry-wide term.

It is noted that requests are free of charge. Rather, the utility companies bear the cost of locating the utilities in an effort to minimize damage to underground utilities.

Furthermore, USA provides advertising and educational materials and will perform outreach activities to promote the use of the notification center system.

FINANCIAL IMPACT:

The USA annual flat rate fee is $150 which includes the first 200 tickets. After the initial 200 tickets, it's a calculation based on how many billable tickets the City receives compared to all members divided by the USA approved budget. For example, if the City received 1% of the tickets, they would pay 1% of the remaining budget amount in addition to their $150 flat fee. For reference, in 2020, the City received 3,751 tickets and was billed for $5,255.

The funds for these expenses have been set aside in Public Works budget for the fiscal year.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this minute order is not addressed in the Vision or Action Plans and is not in conflict with the actions or goals contained in that plan.

ALTERNATIVES:

If Council chooses not to adopt this Minute Order, the agreement will not be executed. Staff can also search for different organizations who may also provide this service.

ATTACHMENTS:

1. Exhibit A: First Amended Membership Agreement with USA

USA NORTH 811
FIRST AMENDED MEMBERSHIP AGREEMENT

THIS FIRST AMENDED MEMBERSHIP AGREEMENT (the "Agreement"), made and entered into this_____day of_____20_____, by and between the UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA AND NEVADA (hereinafter referred to as "USA") and _____ (hereinafter referred to as "Participating Member" or "Member"). USA and the Participating Member are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, USA is a nonprofit mutual benefit corporation organized under the laws of the State of California which operates a regional notification center to facilitate notice to members with underground facilities of proposed excavation; and

WHEREAS, Participating Member desires to become a member of USA and USA desires to accept Participating Member as a member.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. This Agreement shall be effective from and after the date hereof and shall continue in effect until such time as either Party terminates this Agreement, in accordance with the provisions regarding termination of membership contained in the Article II, Section 5 of the USA Bylaws.

2. Documents. Participating Member acknowledges receipt of copies of the Articles of Incorporation and Bylaws of USA, attached hereto, and hereby accepts and agrees to be bound by the terms and conditions thereof. USA retains the authority to amend the Articles of Incorporation and Bylaws from time to time through lawful action of USA's duly authorized Board of Directors.

3. Fees and Charges. Participating Member agrees to timely pay the membership dues and assessments as established by the USA Board of Directors from time to time.

4. Duties of Participating Members.

    a. Contact Information. Participating Member agrees to provide and maintain current and up to date Contact Information (as hereinafter defined) to USA. Said contact information includes, but is not limited to, the following: names, telephone numbers and email addresses (the "Contact Information") for the appropriate personnel to respond to inquiries regarding field markings, facilities and conditions thereof, after-hours emergencies, etc. Participating Member agrees and consents to USA's sharing of its Contact Information with excavators, engineers, utilities, governmental agencies and regulatory agencies as needed in USA's reasonable discretion. Participating Member agrees to verify and confirm to USA in writing

its Contact Information every twelve (12) months, and upon any change in the Contact Information.

b. Service Area Mapping. Participating Member shall define the geographic area, in a manner specified by USA, for which it wishes to receive tickets (collectively, the "Service Areas"). These Service Areas shall encompass the areas in which the Participating Member has underground facilities. Participating Member understands that its Service Areas must be large enough to include the location of all of its facilities so that all relevant tickets can be received from USA, but not overly large so as to not receive irrelevant tickets. Participating Member understands that its Service Areas may change periodically, such as when new underground facilities are installed and existing facilities are relocated, bought, sold or traded. Participating Member shall verify its Service Areas mapping every twelve (12) months, or more often if needed, and will promptly update its Service Areas when changes occur.

c. Ticket Delivery Destination. Participating Member shall provide destination information to USA as to where and whom each type of ticket should be sent, including regular tickets, emergency tickets, short-notice tickets, after-hours emergencies, planning and design requests, etc. Participating Member shall actively monitor all receiving destinations on a daily basis and shall immediately notify USA if changes are needed or delivery errors occur.

d. Membership Fees. Participating Member agrees to pay its membership fees within thirty (30) days of receipt of invoice from USA. Participating Member understands and agrees that its fees will be based upon the number of tickets the Participating Member receives, during the time period covered by the subject USA invoice as set forth by the Board of Directors from time to time.

5. Duties of USA.

a. Means to Receive Notification. USA will publish the 811 telephone number, a toll-free telephone number and an internet website to receive notification from excavators about planned excavation activity within USA's Service Territory (as hereinafter defined). Other means of notification may be developed in the future by USA at its discretion as technology, demand and funding allow; including, but not limited to, smartphone apps, chat message, SMS text message and integration with construction project management software.

b. Delivery of Tickets. The relevant information included in the excavator's notification will be compiled by USA into a "ticket" document. USA will promptly deliver the ticket to all Participating Members whose geographic service area, as provided by each member to USA, is overlapped by the geographic area of excavation, as described by the excavator in its notification to USA.

c. Electronic Positive Response System. USA will host an electronic positive response system for the purpose of documenting how Participating Members have responded to tickets. Excavators will be able to view responses provided by each member for the excavators' tickets.

d. Records Retention. USA will maintain a database of tickets created and delivered for the period of time specified in state law (currently three (3) years in California and six (6) years in Nevada). Participating Members will have access to tickets they have received and excavators will have access to tickets they have created during the retention period. Records that are older than the retention period will be destroyed by USA. Participating Members are advised to keep their own records for a longer time period if they deem it appropriate to do so.

e. Education and Outreach. USA will provide advertising and educational materials and will perform outreach activities to promote the use of the notification center system, safe excavation and the protection of underground facilities in California and Nevada.

f. Service Territory. USA will provide the services listed in this Section 5 for the geographic area encompassing the entire state of Nevada and the 49 northern counties within California; this includes all California counties except Imperial, Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara and Ventura (the "Service Territory"). Participating Members with underground facilities outside of USA's Service Territory are advised to participate with other 811 notification centers as appropriate and/or required under applicable law.

6. Indemnification. Participating Member shall defend, indemnify, save and hold harmless USA, its officers, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including reasonable attorneys' fees), or costs for personal injuries and/or property damage arising out of (a) any ticket sent to Participating Member or Participating Member's designee; (b) any marking, or failure to mark, the location of any facility of Participating Member; (c) any excavation by any person which injures or damages any facility of Participating Member, unless such losses, damages or injuries are caused by the intentional misconduct or gross negligence of USA; and/or (d) any injury or damage to person or property of any third person resulting from any of the foregoing.

7. Confidentiality.

a. Access for Regulators. USA will allow state regulators to have full access to the ticket database and electronic positive response system. Access to other records, including Participating Member contact information, membership changes, billing invoices, etc., may be granted when appropriate or otherwise required under applicable law.

b. Excavator Contact Information. Participating Member shall use excavator contact information only for the purposes associated with responding to the excavator's

ticket. Participating Member agrees to make reasonable and appropriate efforts to safeguard the excavator contact information from disclosure to anyone other than as permitted under this Agreement, and the Participating Member shall not distribute the excavator contact information to anyone other than as permitted under this Agreement without the prior written authorization from USA.

8. Entire Agreement. This Agreement, USA's Bylaws, USA's Articles of Incorporation and the exhibits attached hereto (collectively, the "USA Documents"), represent the entire agreement between the Parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and/or contemporaneous agreements, understandings and communications between the Parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the Parties relating to the subject matter hereof which are not expressly set forth in the USA Documents.

9. Amendment of Agreement. This Agreement may be amended or modified at any time with respect to any provision by a written instrument signed the Parties.

10. Notices. Any notice required or permitted to be given under this Agreement shall be written, and may be given by personal delivery, by facsimile transmission, email or by registered or certified mail, first-class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal delivery. Mailed notices shall be addressed as follows, but each Party may change its address by written notice in accordance with this Section 10. Notices may be emailed provided that a copy thereof is concurrently placed in the mail. Emailed notices shall be deemed delivered two (2) days after email transmission.

USA North 811: THE USA NORTH 811 CENTER
4005 PORT CHICAGO HWY, SUITE 100
CONCORD, CA 94520-1122
Phone: (800) 640-5137
Fax: (888) 234-8344

Participating Member:

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles.

12. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been part of the Agreement.

13. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument.

14. Rights and Remedies. Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

15. Waiver. No waiver by any Party, at any time, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

16. Captions and Headings. The captions and the paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of this Agreement.

17. No Third-Party Beneficiary Rights. This Agreement is entered into for the full benefit of the Parties and no other individuals or entities are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

18. Incorporation of Exhibits. Each and all the exhibits attached to this Agreement are incorporated herein by reference as if set forth in full in this Agreement.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, administrators, successors-in-interest and assigns.

20. Assignment. Participating Member shall not assign any right or interest arising under this Agreement without the prior written consent of USA.

21. Read and Understood. Each Party acknowledges that it has read, and that it understands, this Agreement and agrees to be bound by its terms.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

PARTICIPATING MEMBER

By _____

Name (printed) _____

Title _____

UNDERGROUND SERVICE ALERT OF
NORTHERN CALIFORNIA AND NEVADA

By _____

Name (printed) James L. Wingate

Title Executive Director

PLEASE SIGN AND RETURN TO
THE USA NORTH 811 CENTER:
4005 PORT CHICAGO HWY, SUITE 100
CONCORD, CA 94520-1122

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-9

SUBJECT:

Agreement for police canine training services

RECOMMENDATION:

Adopt a resolution approving an agreement for contract services with Law Dog K9 for police canine training estimated at $10,800 per year and increasing to $11,340 per year in January of 2024.

SUMMARY:

The Police Department is seeking to contract with Law Dog K9 to provide police canine training services. The Department's previous trainer has retired. The City needs to secure these services to keep the police canines serviceable and in compliance with the California Police Officer Standards and Training (POST).

The Police Department searched to identify qualified trainers with the same training style and philosophy for the use of police canines, including:

- Polling several Central Valley law enforcement agencies
- Polling members of recognized police canine associations
- Seeking advice from the Department's past canine trainer

The Police Department met with three potential trainers about providing these services and at the conclusion of the process, selected Law Dog K9 to provide these contracted services.

DISCUSSION:

Since 2016, the City has been under contract with Legacy K9 Inc. to provide police canine training services. The owner of Legacy K9 Inc. notified the City of his intent to retire. The Department immediately began contacting Central Valley law enforcement agencies, police canine associations, and experts in the police canine field to find an experienced and qualified trainer compatible with our training style and philosophy for the use of police canines. This information gathering process identified three companies that could meet the Department's specialized needs.

The Department contacted these companies to discuss interest, training style, philosophy, needed services, and cost. The cost of $300 per month to train each dual-purpose patrol canine team appears to be the industry standard as all three companies listed this as their price. All three companies were compatible with our training style and philosophy. Two of the companies were from out of the area and would be driving several hours to provide these services. One of the companies is located in northern California and the other is from southern California. The third company, Law Dog K9 is located in Fresno County and is only 18 minutes away from the Madera Police Department.

Through the Department's evaluation, we found that Law Dog K9 met all of the specialized needs. Their proximity to the City of Madera makes service delivery more accessible to our canine handlers and offers the additional service of safely kenneling our police canines when the handlers go out of town on vacation. Law Dog K9 is also the canine trainer for the Chowchilla Police Department and the Madera County Sheriff's Office. We believe there is an operational benefit to all three law enforcement agencies in the county having a unified training style and philosophy. With each agency only having a few canines, it is not uncommon to call upon each other's canines when they do not have one on duty.

The Department is recommending the City enter into an agreement with Law Dog K9 to provide police canine training services. The agreement is provided as Exhibit A to the proposed resolution.

FINANCIAL IMPACT:

There is no additional budget obligation by entering into this agreement as Law Dog K9 will be providing these services at the same price as our last trainer, which is $300 per month for each dual purpose canine team and a total of $10,800 per year. In January of 2024, this price will increase to $315 per month and a total of $11,340 per year. The services are already included in the FY 2021/2022 Adopted Budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports Vision Madera 2025 strategy 421 First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Council may direct staff to pursue other options.

ATTACHMENTS:

1. Resolution
    a. Exhibit A: Contractor Services Agreement with Law Dog K9

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH LAW DOG K9 FOR POLICE CANINE TRAINING SERVICES

WHEREAS, the City of Madera (City) has a need for police canine training services; and

WHEREAS, the City received three (3) verbal quotes to provide these services; and

WHEREAS, cost was not a determining factor as all companies quoted the same price; and

WHEREAS, Law Dog K9 was selected based on the ability to provide more comprehensive services and the proximity to the City of Madera; and

WHEREAS, Law Dog K9 has the necessary experience and qualifications to provide the requested services to the City.

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

1. The above recitals are true and correct.

2. The Contractor Services Agreement between the City of Madera and Law Dog K9, a copy of which is attached hereto as Exhibit A, is approved.

3. This resolution is effective immediately upon adoption.

* *

CITY OF MADERA

AGREEMENT FOR CANINE TRAINING CONTRACT SERVICES

THIS AGREEMENT made and entered into the _____ day of December 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Mark Sotelo d/b/a Law Dog K9, hereinafter called "Contractor";

RECITALS

A. The City desires to maintain the quality and ongoing training of its police canines to comply with the minimum standards of the California Police Officer Standards and Training.

B. The City explored available contractors with the qualifications to provide these services. The City identified, met with, and evaluated three contractors. The selection was based on experience, training style, philosophy for the use of canines, proximity to the City of Madera, and the comprehensive services provided.

C. Contractor has the necessary experience and qualifications to provide such services.

D. City desires to retain Contractor to provide said services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Contractor as follows:

1. Services. The City hereby employs Contractor to perform police canine training and services per Section 2 of this Agreement at the compensation and upon the terms and conditions herein expressed, and Contractor hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Contractor to commence work immediately upon execution of this Agreement.

2. Obligations, Duties and Responsibilities of Contractor. It shall be the duty, obligation, and responsibility of the Contractor, in a skilled and professional manner, to perform the contracted services in accordance with Exhibit 1: Scope of Work. Exhibit 1 is attached and incorporated by reference.

3. Contractor's Fees and Compensation: Amount, How and When Payable.

3.1 The Fee Schedule is detailed in Exhibit 1: Scope of Work.

3.2 Billings are to be made directly to the following address:

Madera Police Department
Attn: Canine Lieutenant
330 South C Street
Madera, CA 93637

3.3 Billing shall be made monthly by the Contractor. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. The City shall make its best effort to process payments promptly and not later than 30 days after receiving Contractor's billing statement.

4. Term of Agreement and Termination.

4.1 This Agreement shall be effective January 1, 2022.

4.2 This Agreement may be terminated by mutual agreement, or it may be terminated by either party upon tendering thirty (30) days' written notice of intent to terminate the Agreement. Such notice shall be sent to the Madera Police Chief at 330 South C Street, Madera CA 93638, or to Contractor at Law Dog K9, 6072 N. Dower Avenue Fresno, CA 93723. In the event of such termination, Contractor shall be paid for services rendered to the date of termination not to exceed the amount referenced in section 3.1.

5. Hold Harmless and Insurance Requirements.

5.1 Indemnification and Waivers. Contractor 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 Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

5.2. Insurance. During the term of this Agreement, Contractor shall maintain, keep in force, and pay all premiums required to maintain and keep in force general liability and workers' compensation if required by law. The limits and nature of such policies shall be as required in Exhibit 2 of this Agreement. Exhibit 2 is attached and incorporated by reference.

6. Independent Contractor. In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor'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 servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Contractor and its employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and hold City harmless from all matters related to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters.

7. Compliance with Law. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, now in force or as enacted, issued or amended during the term of this Agreement

8. Miscellaneous.

8.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

8.2 Governing Law and Venue. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

8.3 Required License and Professional Credentials. Contractor and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Contractor shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

8.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

8.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.6 Incorporation of Documents. All documents constituting the Agreement documents and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement. This includes exhibits referenced in this Agreement.

8.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

8.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

8.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

8.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

8.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

8.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

8.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

8.14 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.

9. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City.

Law Dog K9	**CITY OF MADERA**
_____	_____
Mark Sotelo, Owner	Santos Garcia, Mayor
Date: _____	Date: _____
ATTEST	**APPROVED AS TO FORM**
_____	_____
Alicia Gonzales, City Clerk	Hilda Cantú Montoy, City Attorney
Date: _____	Date: _____

EXHIBIT 1

SCOPE OF WORK

CANINE AND HANDLER TRAINING SERVICES

The services and payment to be made therefore shall be as provided for in this Scope of Work.

1. Mark Sotelo d/b/a Law Dog K9 will provide once-a-month maintenance training for active police canine and handler teams. Payment for such service will be monthly at the following rates:

   Effective immediately
   - $300 for each dual-purpose patrol canine team not to exceed $3,600 per year per team.
   - $250 for each detection-only canine team not to exceed $3,000 per year per team.

   Effective January 1, 2024
   - $315 for each dual-purpose patrol canine team not to exceed $3,780 per year per team.
   - $263 for each detection-only canine team not to exceed $3,156 per year per team.

2. Training will occur on a set schedule and at a mutually agreed upon location by the City and the Contractor. Training sessions shall be eight hours long and incorporate regular breaks for the canine, handlers and Contractor.

3. The training provided shall maintain the canine and handler to POST standards and shall include, but not be limited to, obedience, agility, officer protection, apprehension, suspect locating, and detection of substances or explosives.

4. In the event of a deficiency with the minimum performance standard of a canine or handler, additional sessions may be arranged with the Contractor at a flat rate of $150 a session.

5. The training may be conducted in conjunction with other law enforcement agencies as long as the number of canine teams from different agencies does not negatively impact the quality and quantity of training received by the Madera Police Department canine teams. If the City feels that the presence of outside agencies is negatively impacting the quality or quantity of training, both parties agree to meet and confer to find a solution.

6. The Contractor is equipped and has the specialized experience to safely kennel police canines. If the department chooses to kennel a police canine with the Contractor, it will be at the rate of $60 per night.

EXHIBIT 2

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

Contractor shall maintain limits no less than:

- $1,000,000 General Liability (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 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 if Contractor has employees. Contractor 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

Contractor 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 Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)
Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

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

Additional Insurance
Contractor 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

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-10

SUBJECT:

Evaluation of the Loy Cook Water Tower

RECOMMENDATION:

Adopt a Resolution approving an Agreement with Beyaz & Patel, Inc. for the structural evaluation and interior and exterior coating evaluation of the Loy Cook Water Tower in the amount of $104,798.38 and a contingency of 10 percent of the contract amount

SUMMARY:

Loy Cook Water Tower, located on the southwest corner of South and Columbia Streets, was constructed in 1962 and has capacity of 1 million gallons of water is due for a structural assessment to determine potential improvements. The Agreement with Beyaz & Patel, Inc. is for Professional Engineering Services for:

- Field investigation, structural analysis and recommendations of the water tower for the purpose of evaluating the structure relative to current seismic and building codes.
- Analysis and recommendations of the interior and exterior coatings of the structure. A 20-year maintenance program will be provided.

BACKGROUND:

The water tower, named after Loy E. Cook. Mr. Cook who served as the water superintendent at the time and was a long-time employee of the City for 35 years, has a capacity of over 1 million gallons, a height of 134 feet, and a diameter of 76 feet. The iconic structure is the only remaining elevated water storage tank still in use by the City. The other tower, located at the Frank Bergon Center, is not actively used.

The consultant is required to perform field investigations of the tower for the purposes of providing structural recommendations to bring the water tower up to current seismic and building codes should the tower be found to be structurally deficient. Additionally, the consultant will be performing field investigations of the interior and exterior coatings for the purpose providing a condition assessment and recommendations for rehabilitation and preservation. After all final reports are prepared and accepted by the City, the consultant will provide an estimate to prepare construction plans and specifications that incorporate all the findings in the final reports. At that time this contract could be amended to include the preparation of plans and specifications.

On September 16, 2021, the City released a Request for Proposals for Professional Engineering Services (RFP) for the structural evaluation and interior and exterior evaluation of the water tower. The RFP was advertised September 16, 2021.

The City received two responses as highlighted on table 1.

Table 1: *Responses to RFP*

Firm	*Bid*
Beyaz & Patel, Inc.	$104,798.38
Provost and Prichard, Inc	$171,800.00

Representatives from the Engineering Department and Public Works Water Division reviewed the proposals and ranked them on responsiveness to the criteria established in the RFP. Beyaz & Patel, Inc.'s proposal was the highest ranked proposal, and their fee is within the established project budgets.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund, rather funding for City Project W-22 and W-34 is included in the Fiscal Year 2021/22 Capital Projects Budgets from Water Utility Funds. Funding is limited to the structural evaluation and interior and exterior coating evaluation of the Loy Cook Water Tower. Any repairs, alterations, or renovations are not included in the current budget.

ALTERNATIVES:

Re-advertise the request for proposals. Such action will represent a delay of approximately 2-3 months due to the advertisement period, review new proposals, and selecting a consultant.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Agreement
3. Photos of the water tower

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STRUCTURAL EVALUATION AND INTERIOR AND EXTERIOR COATING EVALUATION OF THE LOY COOK WATER TOWER IN THE AMOUNT OF $ 104,789.38 AND A 10 PERCENT CONTINGENCY

WHEREAS, engineering services by a professional firm are required for the design engineering of the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal (RFP) on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, the City received two proposals in response to the RFP; and

WHEREAS, City staff reviewed the proposals and recommended that Council select said firm; and

WHEREAS, Beyaz & Patel, Inc. submitted a proposal for $104,789.38 with a 10 percent contingency; and

WHEREAS, Beyaz & Patel, Inc. was selected based on their experience and knowledge of the proposed project; and

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

1. The above recitals are true and correct.
2. The Council approves the Agreement with Beyaz & Patel, Inc. for Professional Engineering Services in the amount not to exceed $ 104,798.38 for the structural evaluation and interior and exterior coating evaluation of the Loy Cook Water Tower**.** A copy of said Agreement is attached hereto as Exhibit A.
3. The Council authorizes a contingency amount of $10,480.00 to be approved by the City Engineer.
4. This resolution is effective immediately.

*** * * ***

EXHIBIT A

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE STRUCTURAL EVALUATION AND INTERIOR AND EXTERIOR COATING EVALUATIONS OF THE LOY COOK WATER TOWER, CITY PROJECTS W-22 AND W-34

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

RECITALS

A. City has sought, by a Request for Proposals, to select a consultant to provide Professional Engineering Services for the structural evaluation and interior/exterior coating evaluations of the Loy Cook Water Tower, City Projects W-22 and W-34.

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

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

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

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

AGREEMENT

1. Scope of Services. Consultant shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A, Scope of Work** and incorporated by herein by this reference. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. It is understood that services under Exhibit A include an estimate to prepare construction plans and specifications that incorporate all the findings in the final reports. Any such further work will be addressed pursuant to an amendment to this Agreement.

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

whichever is earlier. See **Exhibit D, Project Schedule**

(a) Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors assigned to perform the Services under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit B, Manpower/Fee Proposal** unless such additional services are authorized in advance and in writing by the City Manager of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Consultant. CITY agrees to pay Consultant for extra services not contemplated hereunder as set forth in **Exhibit B, Manpower/Fee Proposal** or for such services as may be specifically requested by CITY for an agreed-to fixed fee or hourly rate of compensation per **Exhibit C, Hourly Rate Schedule**, provided; however, that the City Engineer authority is limited to expenditures not to exceed the amount of $ 10,480, ten thousand, four hundred and eighty dollars.

3. Compensation for Services. City shall compensate Consultant for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B, Manpower/Fee Proposal** and incorporated herein by this reference.

(b) Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

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

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

4. Independent Contractor Status. Consultant 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 Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

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

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

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

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

of such authorization.

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

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

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

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

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

Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

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

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

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

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs

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

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

18. Indemnification.

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 City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the 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 City in the performance of professional services under this agreement.

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 City, 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, 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 City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

19. Compliance with All Laws. Consultant 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, Consultant 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 Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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: Steve Bettencourt PE
City of Madera
428 E. Yosemite Blvd.
Madera, CA 93637
Email: sbettencourt@madera.gov

To Consultant: Subhash Patel
Beyaz & Patel, Inc.
10920 Via Frontera, Suite 210
San Diego, CA 92127
Email: spatel@beyazpatel.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 Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

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

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

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

CONSULTANT NAME
Beyaz and Patel, Inc.

By:_____
Subhash Patel

Date: _____

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

EXHIBIT A - Scope of Work



Scope of Services

Beyaz & Patel proposes to perform a structural evaluation and interior and exterior coatings investigation. The project will be in compliance with applicable local laws and ordinances. Beyaz & Patel will provide a structural evaluation and interior and exterior inspection reports with our findings and recommendations. The structural evaluation plan will include plans and specifications for any retrofit work and all reports will include documented images, photos, and three-dimensional finite element modeling. The goal of the project is to determine existing condition of the water tower and to conform the water tower to current code requirements.

Scope of Work

Our scope of work includes the following tasks:

- Task 1: Data Collection and Field Investigation
- Task 2: Exterior Inspection
- Task 3: Interior Inspection
- Task 4: Project Management

TASK 1: PROJECT MANAGEMENT

We understand that proactive project management is essential to making this project a success. Key to this effort is a thorough understanding of the City's budget and schedule requirements.

- **Develop Detailed Work Plan** that identifies scope of work.
- **Confirm** project schedule as well as deliverables and duration for each task.
- **Prepare** monthly progress report with invoice.
- **Track and monitor** project budget and schedules.

Task 4 Deliverables

- Agenda for monthly meetings
- Draft Work Plan, Project Schedule, and Budget

TASK 2: DATA COLLECTION AND FIELD SERVICES

This task includes a review of all existing documentation, conducting a survey of structures on the site, and a limited geotechnical investigation.

- **Kick-off Meeting** where we will submit the detailed Work Plan and project schedule to City for review. The Work Plan will be discussed along with communication procedure, meeting schedules, set date for site/field work, and coordination documents.
- **Site evaluation and investigation.** Due to the lack of as-built drawings, a survey is required to determine the subsurface conditions and to develop the foundation design parameters, including the allowable soil bearing capacity, passive earth pressure and soil friction coefficient.
- **Geotechnical Investigation** to assess the general condition of the existing Water Tower, and to determine the existing foundation system, including dimensions of the foundation system and embedment depth of the connecting anchor bolts. Material testing, including steel and concrete, will be performed. Also, we will test for lead paint on the water tank and tower support structure steel. Geotechnical services will be completed by BSK Associates, and include the following:
  - One (1) Exploratory test pit at one of the column footing to measure depth and size of the footing.
  - Electromagnetic and/or GPR method to evaluate location and embedment of anchor bolt into concrete foundation.
  - Scan size and spacing of any rebar.
  - Perform in-place density test

- Prepare geotechnical report including:
  - Test pit log
  - Bearing capacity of soil
  - Soil friction
  - Passive resistance of soil
  - Ground water observances
- Anchor bolt size and embedment
- Rebar sizes and spacing
- Backfill test pit with minimum 95% compaction.

Task 1 Deliverables

- Meeting Notes
- Geotechnical report
- As-Built drawings

TASK 3: EXTERIOR EVALUATION AND ASSESSMENT

Beyaz & Patel will perform seismic and structural evaluations of the Water Tower for both seismic and wind loading. The assessment will be based on requirements in the 2016 California Building Code and ASCE 7-10 standard. Material properties for steel and concrete will be based on our tested values. CSI will perform the exterior coatings inspection and make minor repairs.

2.1 STRUCTURAL AND SEISMIC EVALUATION

- Taking direction from the field investigation and as-built survey information, Beyaz & Patel will perform seismic and structural evaluations of the Water Tower for both seismic and wind loading. The assessment will be based on requirements in the 2019 California Building Code, ASCE 1-16 and AWWA D100-11 standard.
- General behavior of the tower and foundation structure will be evaluated and critical component demand-to-capacity (DCRs) will be computed. To assist in the evaluation, Beyaz & Patel will develop a three dimensional finite element computer model using SAP 2000 structural analysis software. We will determine which structural elements are overstressed and deficient, and will require strengthening.
- Develop strengthening measures to mitigate the deficient structural components.

2.2 EXTERIOR COATING ASSESSMENT

Beyaz & Patel has teamed with CSI Services. CSI is no stranger to the the City or the Water Tower.

CSI has worked on the Loy E. Cook Water Tower on two separate projects, including providing an assessment of the interior and exterior coating.

CSI Services meet all the requirements outlined in the City's Request for Proposal in terms of certifications and experience. CSI divers are ADC certified commercial divers, which incorporates any high-altitude diving certification requirements.

Based on CSI's previous experience conducting dives of the Loy E. Cook Water Tower, the interior inspection and up to 30 minor repairs can be conducted in one day. Should further repairs be required, the team will conduct repairs on an hourly basis. CSI will perform a visual inspection that will include the following field work services for the Loy E. Cook Water Tower project:

- **Degree of exterior paint chalking and any breaks, blisters, or other coating defects.** It is not the intent of this exterior evaluation work to make access to any surfaces that cannot be surveyed from the tank ladder(s) or catwalks (i.e. repelling is not included with in this scope). *Degree of chalking will be determined in general accordance with ASTM D4214 "Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films"
- **Rusting** will be quantified in accordance with ASTM D610 "Standard Test Method for Evaluating the Degree of Rusting of Painted Steel Surfaces."
- **Dry film thickness (DFT)** measurements will be obtained in general accordance with SSPC: The Society of Protective Coatings Paint Application Specification No. 2 "Measurement of Dry Film Thickness with Magnetic Gages"
- **Exterior paint adhesion** will be assessed using ASTM D3359 "Standard Test Method for Evaluating Adhesion by Tape Test, Method A" (modified) and/or ASTM D6677 "Adhesion by Knife Test".
- **Blistering** will be quantified in accordance with ASTM D714 "Standard Test Method for Evaluating the Degree of Blistering Paints."
- **Corrosion.** The surveys will investigate any areas where rust or other corrosion products are in evidence for erosion, cracking, pitting and/or metal loss.
- **Steel Thickness (UT) Measurements.** Where applicable, corrosion pits will be measured and compared to obtained steel thickness (UT) measurements. UT work can include underwater surfaces.
- **Leakage.** Any indications of leakage will be determined
- **Sediment.** Measurement of bottom sediment will be reported.

2.3 EXTERIOR INVESTIGATION REPORT

The product of the above would be a written narrative and color pictorial description of the condition of each tank along with specific recommendations for coatings, cathodic protection, and structural considerations, where applicable. See Section 3.2 for comprehensive discussion of report contents.

Task 2 Deliverables

- Draft Exterior Field Investigation Report
- Final Exterior Report

TASK 4: INTERIOR ASSESSMENT

3.1 DIVE INSPECTION

Our understanding of the objective of the Tank Dive Assessment is to determine sound maintenance strategies and plans for maintaining the structure. Surveys of both the internal and external surfaces of potable or non-potable steel reservoirs will be completed. Surveys will be completed with the tank in operation. This specific task of completing a dive inspection is described below.

- Underwater survey would be performed while a tank is full of water using special underwater techniques and AWWA C652 sanitary procedures for potable tanks.
- The survey will be conducted by a team of highly trained and certified inspectors having exceptional diving and underwater photography skills.
- During the evaluations, particular attention will be paid to the condition of the following critical areas:

Critical Areas	
• Roof	• Ladders/Safety Climbs
• Roof Structure Shell	• Platforms/Railings
• Tank Bottom	• Manways
• Overflow Pipe/Weir	• Hatches
• Drains/Sumps	• Gaskets
• Inlets/Outlets	• Ringwall/Anchor Bolts
• Piping	• Grade/Tank Crevices
• Vents/Screens	• Water Level Indicators
• Shell and Roof Chine/ Joints	• CP Equipment/ Component

The focus of the inspections will be to evaluate the current condition of the interior and exterior coating systems and the level of corrosion on the tanks. The evaluation will involve:

- Visual observations,
- Dry film thickness (DFT) measurements,
- Adhesion testing, and
- Potentially corrosion pit depth and/or ultrasonic (UT) testing for steel thickness measurements.

3.2 COATINGS ASSESSMENT REPORT

The product of the above would be a written narrative and color pictorial description of the condition of each tank along with specific recommendations for coatings, cathodic protection, and structural considerations, where applicable.

- Recommendations for maintenance work will be based on the level of corrosion and the condition of tank coatings and CP systems.
- Corrosion assessments will be based on the amount of change from the original tank design. The life expectancy of existing coating systems, as well as the projected corrosion rates on the structures are used to determine the future maintenance strategies.
- Recommendations for coatings work will be based on paint or lining's percentage of failure, ability to be recoated, film heavy metal content, estimated remaining life of the system(s); and/or concerns with any impressed current cathodic protection system.
- Recommendation for CP repair work, will include a list of required repairs. If the alternative approach to CP assessments is used, then the results of various CP issued, as appropriate.
- Recommendations for any future retrofitting concerns will also be presented, where identified. CSI will comment on any applicable safety, sanitary, vandalism, and seismic concerns. Safety concerns will include ladder size/design observations, fall-prevention systems, roof access areas, etc.
- Sanitary concerns will make note of items such as venting and other tank openings such as overflow air-gaps.
- Vandalism concerns will involve an evaluation of perimeter fencing, locking mechanisms, and climb deterrents.
- Seismic concerns will address items such as obvious visual indications of tank movement, flexible couplings, drain locations, etc.
- It should be clear that our cost proposal does not include a seismic analysis of a tank's ability to structurally withstand a probable seismic event, nor does this scope include any geotechnical/soils reports.
- The report(s) will also include estimated repair costs. A narrated video will also be included for underwater inspections.

3.3 FINAL ENGINEERING REPORT AND 20-YEAR MAINTENANCE PROGRAM

The final engineering report will include:

- **Results of structural evaluation**
- **Retrofit recommendations, and**
- **Cost estimates**
- **20-Year and beyond Maintenance Program** will maximize the service life of the Water Tower and minimize maintenance costs. The program will be developed by our Team and include the following considerations and content:
  - **Budget components and cost estimates**, such as coatings, metal repairs, foundations repairs, safety upgrades, antenna upgrades, cathodic protection, engineering, field inspection, and pressure systems.
  - **Prioritizing and work scheduling**, including structural repairs, interior and exterior coatings, appurtenances upgrades, and public health concerns (i.e. blast cleanings).
  - **Maintenance schedule**, including prioritizing, specification preparation, bidding, and construction inspection. Other parts of the program include frequency, annual inspections, health and safety, coatings schedule, specific measures for this Water Tank, and inspection method alternatives.

Task 3 Deliverables

- Draft Engineering Report, including coatings assessment
- Final Engineering Report, , including coatings assessment
- Draft 20-Years Maintenance Program

EXHIBIT A - FEE AND MANPOWER

Beyaz & Patel has included our 2021 hourly fee schedule for the Loy E. Cook Water Tower Projects, including the seismic evaluation and the interior and exterior coatings evaluation. We do not charge for travel or other miscellaneous expenses with the exception of car mileage. See exceptions below table.

	BEYAZ & PATEL							
Hourly Billing Rates	Principal in Charge $246.00	Sr Struct Engineer $213.00	Senior Engineer $167.00	CAD Designer $133.00	Admin. Assistant $77.00	Total Labor Cost	ODC 3%	TOTAL COST
SCOPE OF WORK								
Task 1-Project Management								
1.1 Project Management	24					$5,904.00	$177.12	$6,081.12
1.2 Develop Detail Work Plan	2		4			$1,160.00	$34.80	$1,194.80
1.4 QA/QC Review		16				$3,408.00	$102.24	$3,510.24
Task 1 Total	**26**	**16**	**4**			**$10,472.00**	**$314.16**	**$10,786.16**
Task 2-Data Collection Phase								
2.1 Review Available Documents		1	4			$881.00	$26.43	$907.43
2.2 Attend Kick-off Meeting	8					$1,968.00	$59.04	$2,027.04
2.3 Field Investigation/Survey Work			8			$1,336.00	$40.08	$1,376.08
2.4 Geotechnical Investigation/Evaluate	1		4			$914.00	$27.42	$941.42
Task 2 Total	**9**	**1**	**16**			**$5,099.00**	**$152.97**	**$5,251.97**
Task 3-Exterior Evaluation Phase								
3.1 Seismic and Structural Evaluation	24	16	96			$25,344.00	$760.32	$26,104.32
3.2 Exterior Coating Inspection	8		8			$3,304.00	$99.12	$3,403.12
3.3 Finalize Report	8	12	24	8	8	$9,596.00	$287.88	$9,883.88
Task 3 Total	**40**	**28**	**128**	**8**	**8**	**$38,244.00**	**$1,147.32**	**$39,391.32**
Task 4-Interiorl Evaluation Phase								
4.1 Interior Investigation/Diving Inspection	**8**	**8**	**8**			$5,008.00	$150.24	$5,158.24
4.2 Interior Investigation Report	**4**	**4**	**8**			$3,172.00	$95.16	$3,267.16
4.3 Interior Final Report						$0.00	$0.00	$0.00
Task 4 Total	**12**	**12**	**16**			**$8,180.00**	**$245.40**	**$8,425.40**
Subtotal of All Tasks 1-4	**87**	**57**	**164**	**8**	**8**	**$61,995.00**	**$1,859.85**	**$63,854.85**
Other Direct Costs								
Geotechnical Services and Material Testing						$12,000.00	$360.00	$12,360.00
Field Survey Work						$4,000.00	$120.00	$4,120.00
Exterior Coating Inspection						$4,000.00	$120.00	$4,120.00
Interior Dive Inspection						$9,600.00	$288.00	$9,888.00
Subtotal of Direct Costs						**$39,751.00**	**$1,192.53**	**$40,943.53**
Total	**87**	**57**	**164**	**8**	**8**	**$101,746.00**	**$3,052.38**	**$104,798.38**

EXHIBIT C - HOURLY FEE SCHEDULE

Beyaz & Patel has included our 2021 hourly fee schedule for the Loy E. Cook Water Tower Projects, including the seismic evaluation and the interior and exterior coatings evaluation. We do not charge for travel or other miscellaneous expenses with the exception of car mileage. See exceptions below table.

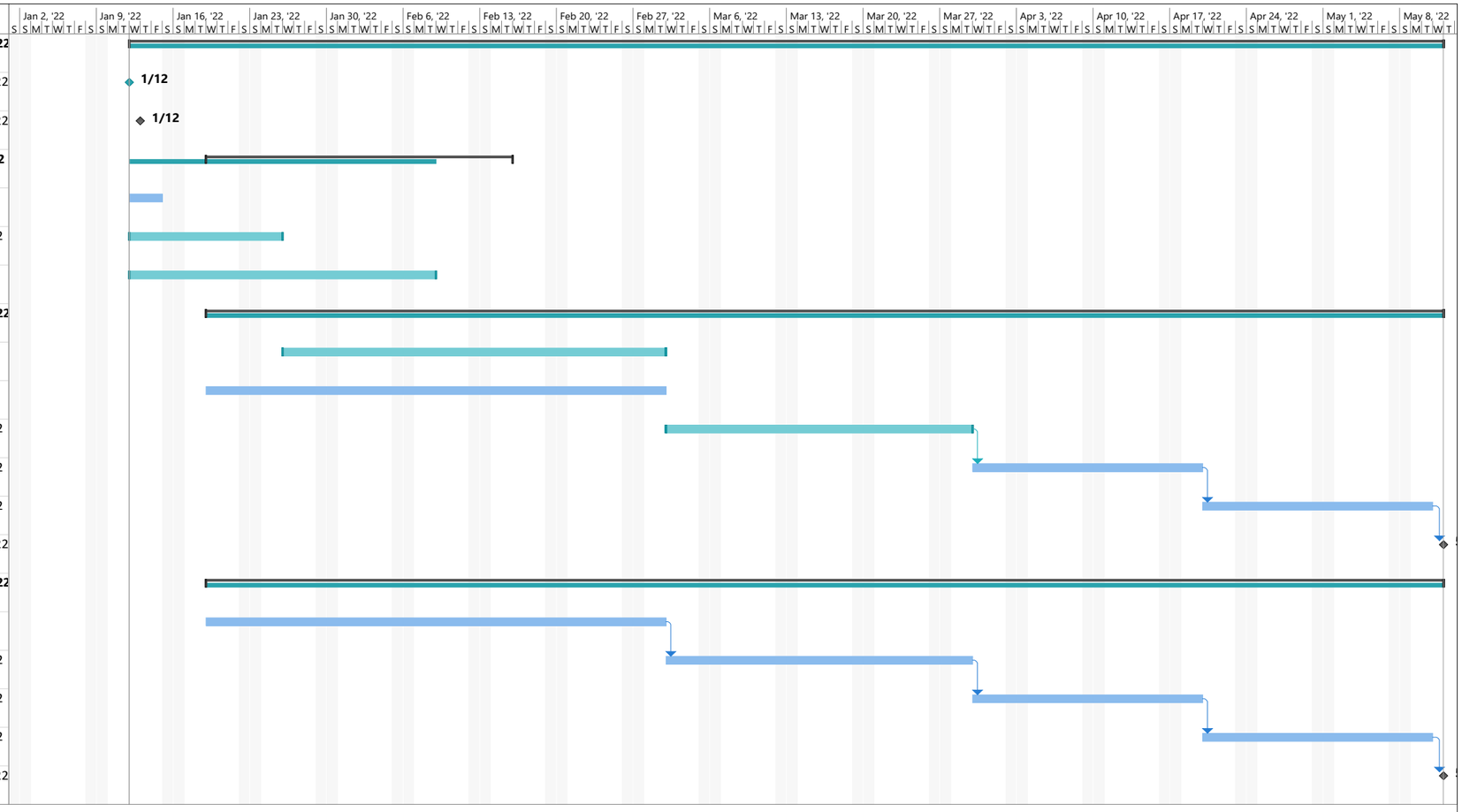
BEYAZ & PATEL HOURLY FEE SCHEDULE	
Professional Classification	Hourly Billing Rates
Principal Engineer	$246.00
Senior Structural Engineer	$213.00
Senior Engineer	$167.00
Engineer	$144.00
Technical Classification	Hourly Billing Rates
CAD Designer	$133.00
Administrative Classification	Hourly Billing Rates
Clerical/Word Processing	$77.00

Notes:

1. Hourly billing rates are adjusted annually at the beginning of the fiscal year.
2. Other Direct Costs will be billed at cost.
3. Mileage will be billed at Federal standard mileage rate.

6.0 SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Project Management**	**86 days**	**Wed 1/12/22**	**Wed 5/11/22**
2	Notice to Proceed	0 days	Wed 1/12/22	Wed 1/12/22
3	Kick-off Meeting	1 day	Wed 1/12/22	Wed 1/12/22
4	**Data Collection**	**20 days**	**Wed 1/19/22**	**Tue 2/15/22**
5	Review available materials	3 days	Wed 1/12/22	Fri 1/14/22
6	As-Built Survey	2 wks	Wed 1/12/22	Tue 1/25/22
7	Geotechnical Investigation	4 wks	Wed 1/12/22	Tue 2/8/22
8	**Task 2 - Exterior**	**81 days**	**Wed 1/19/22**	**Wed 5/11/22**
9	Structural and Seismic Evaluation	5 wks	Wed 1/26/22	Tue 3/1/22
10	Exterior Coatings Inspection	6 wks	Wed 1/19/22	Tue 3/1/22
11	Draft Exterior Report	4 wks	Wed 3/2/22	Tue 3/29/22
12	City Review	3 wks	Wed 3/30/22	Tue 4/19/22
13	Finalize Report	3 wks	Wed 4/20/22	Tue 5/10/22
14	Exterior Final Report	1 day	Wed 5/11/22	Wed 5/11/22
15	**Interior**	**81 days**	**Wed 1/19/22**	**Wed 5/11/22**
16	Field Investigation/Diving	6 wks	Wed 1/19/22	Tue 3/1/22
17	Field Investigation Report	4 wks	Wed 3/2/22	Tue 3/29/22
18	City Review	3 wks	Wed 3/30/22	Tue 4/19/22
19	Finalize Report	3 wks	Wed 4/20/22	Tue 5/10/22
20	Interior Final Report	1 day	Wed 5/11/22	Wed 5/11/22



Project: Schedule_LoyECook
Date: Wed 11/3/21

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

EXHIBIT E - INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

of all required insurance policies, at any time.

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

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

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

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

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

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

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

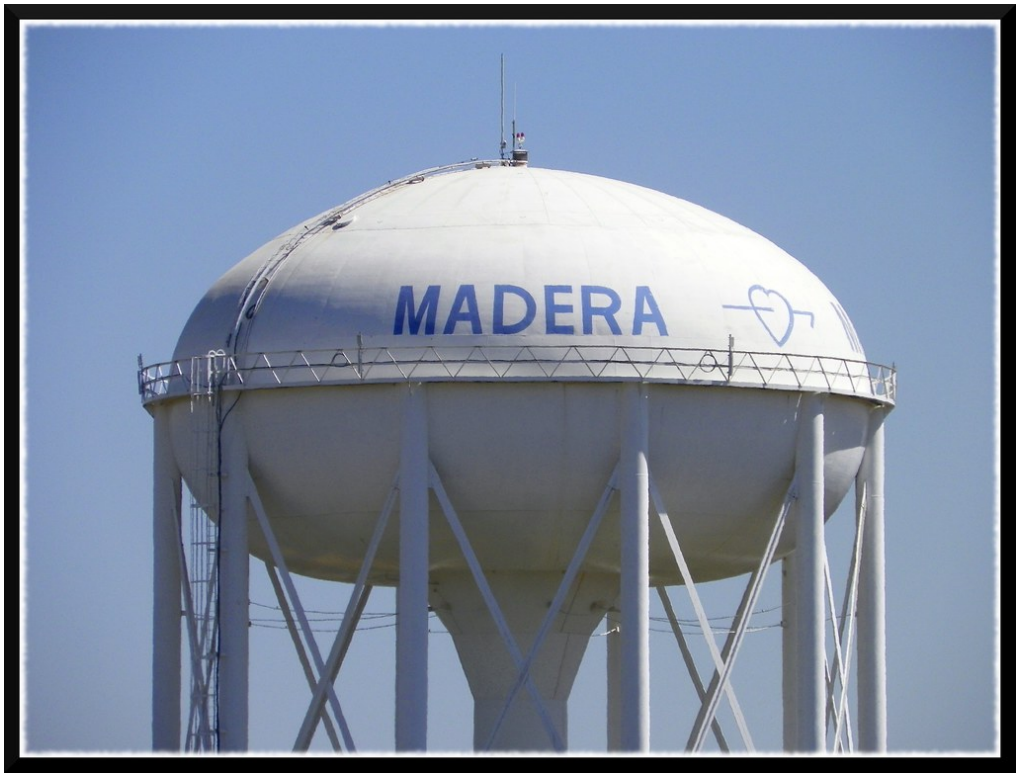
Additional Insurance
Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of

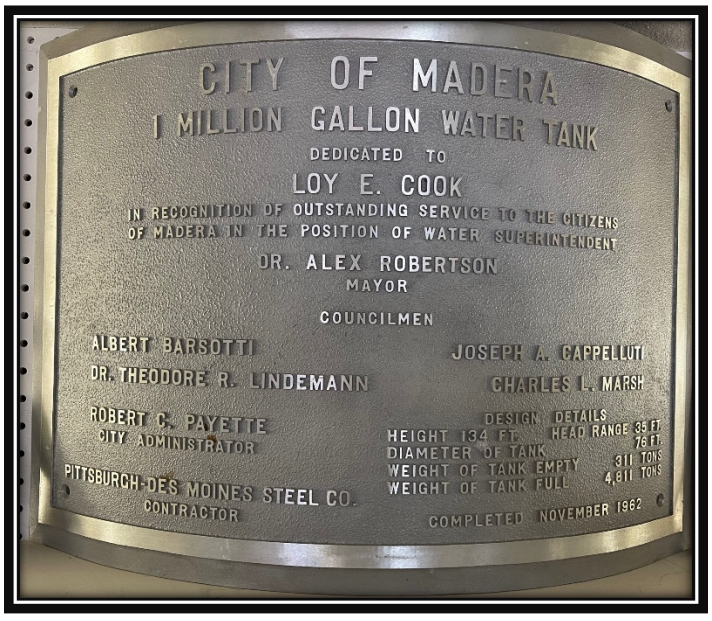
the Work.

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 City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the 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 City in the performance of professional services under this agreement.

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 City, 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, 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 City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

Loy Cook Water Tower
E. South St and Columbia St





Commemorative Plaque at Public Works

REPORT TO CITY COUNCIL

Approved by:

Alicia Gonzales, City Clerk

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: B-11

SUBJECT:

Appointment of City representative to the Board of Trustees of the Madera County Mosquito and Vector Control District

RECOMMENDATION:

Consider adoption of a Resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District for an additional two-year term

SUMMARY:

The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. After consideration, Mayor Garcia would like to appoint Mr. Horal to a new term.

The Board of Trustees for the District is comprised of seven members, and the City has one representative on the Board of Trustees. The selected individual must be a registered voter and resident of the City.

Mr. Horal was appointed as the City's representative by the Council on December 18, 2019 for a two-year term. Mr. Horal's current term sunsets on January 1, 2022. Mr. Horal has been serving two-year terms as the City's representative since March 15, 2006 and has expressed an interest in continuing to serve.

FINANCIAL IMPACT:

There is no financial impact to the City of Madera. Board Members receive a monthly stipend of $100 per month from the District.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Appointments to boards are not specifically addressed in the Vision Plan; the action however, does support Strategy 111 – Local Agencies Share Vision: Promote greater alignment of local government agencies under a shared community vision.

ALTERNATIVES:

1. Should the Council not adopt the resolution to appoint Mr. Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

ATTACHMENTS:

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expires January 1, 2022; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.
3. The term of appointment shall be through January 1, 2024.
4. This resolution is effective immediately upon adoption.

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MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

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MADERA, CALIFORNIA 93637
TELEPHONE (559) 662-8880
FAX NUMBER (559) 662-8883
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BOARD OF TRUSTEES

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ISTVAN MENYHAY, FIELD FOREMAN
TRINIDAD REYES, BIOLOGIST
CHRISTOPHER RUCKMAN, MAINTENANCE SUPERVISOR
GABINO PRADO, DATA ANALYST
KRISTIN WILBER, SECRETARY

November 10, 2021

Dear Alicia,

The District's Board Member Donald Horal's term representing the City of Madera as Trustee appointed by the City Council is expiring in January 2022. Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible.

Best Regards

Teresa Hamilton

REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: D-1

SUBJECT:

Consideration of an Ordinance for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection Per Senate Bill (SB) 1383

RECOMMENDATION:

Waive the full reading and introduce an Ordinance Amending Title V "Sanitation and Health" of the Madera Municipal Code by Adding New Chapter 3A Relating to Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and confirming a CEQA Categorical Exemption~~,~~

SUMMARY:

SB 1383 provides a complex array of mandatory requirements for cities requiring all residential and commercial premises to comply with a rigorous organic waste recycling program. The requirements are embodied in statewide regulations. The initial deadline is January 1, 2022, for adoption of an organic waste ordinance. The proposed ordinance complies with the SB 1383 requirements. Additional requirements will be met with an amendment to the Mid Valley Disposal Franchise Agreement at a future meeting. Failure to comply subjects the City to penalties which will be enforced by CalRecycle.

BACKGROUND:

SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, directs CalRecycle to develop regulations to divert 75% of organic waste from landfills and recover 20% of edible food for human consumption statewide by 2025. Although the law passed in 2016, the regulations were not approved until November 2020, giving jurisdictions only about one year to prepare for compliance with a significant and complex set of new requirements. A foundational requirement in the SB 1383 regulations is that jurisdictions must adopt an ordinance that incorporates the SB 1383 regulations by January 1, 2022.

The State regulations are set forth in Title 14, Division 7, Chapter 12 of the California Code of Regulations, entitled "Short-Lived Climate Pollutants." Because the regulations were developed and adopted in response to California Senate Bill 1383, they are often referred to as the "SB 1383 Regulations."

A. The SB 1383 Regulations.

SB 1383 Regulations place several new requirements on cities, waste haulers, and producers of organic waste, both businesses and residents, including:

- Providing organic waste collection to all residents and businesses
- Establishing an edible food recovery program that recovers edible food from the waste stream
- Conducting outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments.
- Capacity Planning (Evaluating our readiness to implement SB 1383)
- Producing recycled organic waste products like compost, mulch, and renewable natural gas (RNG)
- Inspecting and enforcing compliance with SB 1383
- Maintaining accurate and timely records of SB 1383 compliance

Most importantly, for the purposes of this report, the SB 1383 Regulations require cities to adopt an ordinance and/or other enforceable mechanisms to enforce the regulations. The proposed ordinance is the first step toward bringing the City into compliance with the SB 1383 Regulations.

B. The Proposed Ordinance

The City's current regulations regarding garbage are also intertwined with other Municipal Code items including those not directly related to the SB 1383 Regulations. Given this, the complexity of the proposed ordinance, and pending deadlines for SB 1383 compliance, staff felt it would be simplest to add a completely new chapter rather than attempt to blend the proposed ordinance with the current language in the Municipal Code. The proposed ordinance contains language specifying that it prevails in the event of a potential conflict between the new and existing language. Regardless, staff also anticipate a future update to the current ordinance to remove any outdated or potentially inconsistent material related to regulations of garbage and rubbish.

The proposed is primarily based on a model enforcement ordinance developed by CalRecycle but there has been significant customization. Its purpose is to incorporate SB 1383 requirements and serve as the enforcement mechanism that the law requires jurisdictions to have. The prescriptive nature of the SB 1383 Regulations leaves little flexibility in the content of the ordinance.

The proposed ordinance addresses the regulatory changes mandated by SB 1383 to reduce greenhouse gas emissions. Some of the most significant proposed by the Ordinance include:

1. The addition of several new definitions which reflect the increasingly technical and complicated nature of State law in this area.

2. Automatic enrollment of all businesses and residents in a waste collection service that provides for recycling of both non-organic recyclables (e.g., bottles, cans, plastics, and glass) and organic waste (e.g., food, green waste, wood, and paper products), unless the business or resident obtains a waiver. The only reasons the City will grant waivers will be (a) if a business does not have sufficient space on its property for an organic waste container, or (b) if a business produces no organic waste or a de minimis amount of organic waste.

3. Several new requirements for commercial edible food generators, including grocery stores, businesses that distribute food to grocery stores, wholesale food vendors, restaurants over a certain size, hotels and health facilities over a certain size that have food facilities, and certain event venues. These generators must make arrangements to recover as much edible food as possible that would otherwise be thrown away, including contracting with food recovery organizations, and keep records of such efforts.

4. A requirement for the City's franchised waste hauler to provide a solid waste collection service that will comply with the SB 1383 Regulations. This is accomplished through a 3-container system which the City already has.

5. A requirement for self-haulers (individuals and businesses that haul their own solid waste) to obtain a permit from the City, separate non-organic recyclables and organic waste from other solid waste, take their waste to a permitted waste processing facility, and (for businesses) keep records of the amount of organic waste delivered to the solid waste processing facility.

6. Requirements on businesses (including owners of multifamily dwellings) to educate their tenants and employees about the new organic waste recycling requirements and provide appropriate separate waste containers for organic waste.

7. Provisions delegating primary authority for implementation of this ordinance to the City Manager, and a recognition of the hauler's role to maintain compliance.

8. There are State-mandated penalties for violations, with residential penalties set at the minimum range. However, SB 1383 Regulations allow for the City to take an educational and non-punitive approach for the first two years (2022-2023).

C. Non-Compliance

While the City expects to gain compliance from residents and businesses, SB 1383 Regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections;
- Taking over direct enforcement on non-compliant businesses within the City;
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Seeking administrative penalties against the City of up to $10,000 per day.

D. Mid Valley Disposal Franchise Agreement and Increased Costs

Implementation of the proposed ordinance will require significant measures. In that regard, staff and City consultants have been working on a Proposition 218 Rate Study. However, as noted above, under the state regulations and the proposed ordinance, the City must commence implementation starting January 1. The City has had discussions with the City's solid waste hauler, Mid Valley Disposal (MVD). MVD has been preparing for SB 1383 compliance and is capable of ensuring that the City is able to meet the SB 1383 requirements as set forth in the proposed ordinance. It would be extremely difficult for the City to comply on its own. Significant monitoring and compliance are required. In order to have MVD perform the additional services required by SB 1383, MVD has advised the City of increased costs via an amendment of the City's agreement with MVD. In short, MVD has advised the City that the addition of SB 1383 services require increased rates for customers. We note that the steps Mid Valley has taken to implement the smart truck program will help reduce costs by providing much of the monitoring needed for enforcement of residential accounts.

Discussions have been held with MVD to determine their costs to provide the services required to implement the SB 1383 requirements. Mr. Kalapoff of MVD will make a brief presentation at this meeting to give the Council some background on the costs related to SB 1383 implementation.

E. Additional Actions for Implementation of SB 1383 Regulations

The City has not adopted the recycling requirements as part of the California Green Building Standards Code or water efficient landscaping requirements as required by the Model Water Efficiency Landscaping Ordinance (MWELO). The proposed ordinance only adds language regarding the green standards and MWELO as required by SB 1383. However, it is necessary for the City to adopt those ordinances as required by other state laws. A purchasing policy regarding recycled products, which is required by the SB 1383 Regulations, is also required and will be submitted to Council as soon as possible. In addition to the foregoing, the City will be required to purchase and utilize a portion of the mulch or compost created by recycling the organics materials.

ENVIRONMENTAL REVIEW

City staff has evaluated the proposed ordinance to determine whether it will have a significant effect on the environment. Staff has determined that the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) on grounds that it can be seen with the proposed ordinance will not have a significant, adverse effect on the environment and merely implements requirements already mandated by State Law. Further, the proposed ordinance is also subject to a Categorical Exemption per CEQA Guidelines Section 15308, as it consists of actions taken by the City as a regulatory agency, as authorized and mandated by State law, to assure the protection of the environment through enhanced requirements for the handling of solid waste. Further, none of the exceptions under CEQA guidelines Section 150300.2 are applicable to the proposed Ordinance.

FINANCIAL IMPACT

The actual fiscal impact to the City as a result of the adoption of the proposed ordinance is uncertain at this time. As noted, discussions are being held with MVD. It is envisioned that MVD will be primarily responsible for monitoring many aspects of collection, inspection, and enforcement. However, the City will likely have administrative, record keeping, compliance review, and other costs associated with implementation of the proposed ordinance.

Staff will present more certain information at the next Council meeting. The forthcoming Franchise Agreement Amendment will allow the City to better determine its cost. The Council will be advised at that time.

ALTERNATIVES:

Failure to adopt the proposed ordinance subjects the City to serious monetary penalties.

ATTACHMENTS:

1. An Ordinance of the City Council of the City of MADERA Adding Chapter 8.12A to Title 8 of the MADERA Municipal Code Relating to Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection

ORDINANCE NO. 21-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING TITLE V "SANITATION AND HEALTH" OF THE MADERA MUNICIPAL CODE BY ADDING NEW CHAPTER 3A RELATING TO ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3A is added to Title V of the Madera Municipal Code to read as follows:

CHAPTER 3A
ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION

5.3A.01 - Title of Ordinance.
5.3A.02 - Purpose and findings.
5.3A.03 - Definitions.
5.3A.04 - Requirements for single-family generators.
5.3A.05 - Requirements for commercial businesses.
5.3A.06 - Waivers for generators.
5.3A.07 - Requirements for commercial edible food generators.
5.3A.08 - Requirements for food recovery organizations and services.
5.3A.09 - Requirements for haulers and facility operators.
5.3A.10 - Self-Hauler Requirements.
5.3A.11 - Compliance with CALGreen Recycling Requirements.
5.3A.12 - Model water efficient landscaping ordinance requirements (MWELO).
5.3A.13 - Procurement requirements for city departments, direct service providers, and vendors.
5.3A.14 - Inspections and investigations.
5.3A.15 - Enforcement
5.3A.16 - Coordination and Interpretation in Conjunction With Related Solid Waste Ordinances.
5.3A.17 - Effective Date

5.3A.01 Title of Ordinance.

This chapter shall be entitled "Organic Waste Disposal Reduction, Recycling and Solid Waste Collection." References herein to "ordinance" shall refer to this chapter.

5.3A.02 Purpose and Findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*,

as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

5.3A.03 Definitions.

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City” means the City of Madera, California, within its jurisdictional boundaries.

“City Enforcement Official” means the city manager or authorized Designee(s) who is/are partially or wholly responsible for enforcing this ordinance.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined hereinbelow of this Section 5.3A.03 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by a City to determine compliance with this ordinance.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 50 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8). Additionally, such activity may only be undertaken in accordance with the City’s Zoning Ordinance.

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“C&D” means construction and demolition debris.

"Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including, without limitation: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City's or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or its Designee for collection services.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

"Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;

2. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

3. A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

   If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

"Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

"Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.

"Food Waste" means Food Scraps, and Food-Soiled Paper.

"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may be black, or the body and/or lid of the container may be black or gray.

"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

"Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

"Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including, without limitation, a

bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

"Inspection" means a site visit where a City reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

"Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City .

2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.

3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.

4. Facilities operated by the State park system located within the boundaries of the City.

5. Public universities (including community colleges) located within the boundaries of the City.

6. County fairgrounds located within the boundaries of the City.

7. State agencies located within the boundaries of the City.

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

"Organic Waste Generator" or "Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

"Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green

Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

"Remote Monitoring" means the implementation and use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

"Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls

waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

"Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.

"Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.

2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

"Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste/Mixed Waste for the purposes of collection and processing.

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related composting

certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

"State" means the State of California.

"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.

2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

3. Food Service Provider.

4. Food Distributor.

5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

2. Hotel with an on-site Food Facility and 200 or more rooms.

3. Health facility with an on-site Food Facility and 100 or more beds.

4. Large Venue.

5. Large Event.

6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

5.3A.04 Requirements for single-family generators.

Organic Waste Generators shall subscribe to a three container collection service which includes a Blue Container, Green Container and Gray container, and shall comply with the following requirements:

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 5.3A.04(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; Single-Family Generators shall adjust its service level for its collection services as requested by the City or its Designee. Nothing is this Section prohibits an Organic Waste Generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

C. Any materials self-hauled must be hauled to facilities permitted to accept Source Separated Green Container Organic Waste (including Food Waste), Source Separated Recyclable Materials, and Gray Container Waste. Nothing in this subsection shall relieve Self-Haulers that generate waste from subscribing to a three container collection service.

5.3A.05 Requirements for commercial businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 5.3A.05 (B). City or its Designee shall have the right to review the number and size of a generator's

containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Participants in the City's Organic Waste collection service(s) shall place designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Title V, Chapter 3 of this Code.

3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and

primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required

4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 3(b) pursuant to 14 CCR Section 18984.9(b).

5. To the extent practical through education, training, inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if a Self-Hauler, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Title V, Chapter 3 of this Code.

6. Excluding Multi-Family Residential Dwellings, semi-annually inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 5.3A.14 of this ordinance to confirm compliance with the requirements of this ordinance.

10. Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate generator's compliance with Section 5.3A.05(B). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers.

11. At Commercial Business's option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers

for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the City.

12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Title V, Chapter 3 of this Code.

13. Nothing is this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 5.3A.07.

5.3A.06 Waivers for generators.

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 5.3A.06(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 5.3A.06(A)(2) below.

2. Provide documentation that either:

   a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

   b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

4. Provide written verification of eligibility for de minimis waiver every 5 years if City has approved de minimis waiver.

B. Physical Space Waivers – The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 5.3A.05. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the City's Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lack adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

3. Provide written verification to the Public Works Department that it is still eligible for physical space waiver every five years if City has approved application for a physical space waiver.

5.3A.07 Requirements for commercial edible food generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

2. Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

    a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

    b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

    c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

        i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

        ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

        iii. The established frequency that food will be collected or self-hauled.

        iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. Commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report, every July 1st, to the City that includes the records listed in Section 5.3A.070(C)(5)(c).

D. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

5.3A.08 Requirements for food recovery organizations and services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1st of each year.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

5.3A.09 Requirements for haulers and facility operators.

A. Exclusive franchised hauler(s) providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.

2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.

3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Title V, Chapter 3 of this Code.

4. Exclusive franchised hauler(s) authorization to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement.

B. Requirements for Community Composting Operations

1. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste

anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

5.3A.10 Self-Hauler Requirements.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.

2. The amount of material in cubic yards or tons transported by the Generator to each entity.

3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Section 5.3A.10(C).

E. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 5.3A.10(C) to the City if requested and within ten (10) days of such request.

F. Nothing in this section shall relieve Self-Haulers from the requirement to subscribe and receive regular three-container services.

5.3A.11 Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete *CALGreen requirements.*

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

5.3A.12 Model water efficient landscaping ordinance requirements (MWELO).

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section.

B. The compost and mulch use requirements that are part of the MWELO are now also included as requirements of this chapter. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 5.3A.12(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B), (C), (D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

    a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

    b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

    c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance

outlined in Section 5.3A.12(A) shall consult the full MWELO for all requirements.

D. If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall also apply and be enforced.

5.3A.13 Procurement requirements for city departments, direct service providers, and vendors.

A. City departments, and direct service providers to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy.

B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

5. Provide records to the City in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both

recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 5.3A.13(B)(3) and (B)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

5.3A.14 Inspections and investigations.

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 5.3A.05(B) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 5.3A.05(B)(10) of this ordinance.

B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

C. Any records obtained by a City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

5.3A.15 Enforcement.

A. Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and/or assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance include, but are not limited to, issuance of an administrative citation and assessment of a fine except that the administrative fine amounts in this chapter shall prevail. In addition to the procedures in this section, the City may enforce this chapter consistent with the procedures in Chapter 9 of Title I of this Code.

B. Other remedies allowed by law may be used for enforcement, including, but not limited to, civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.

    a. The City Enforcement Official(s) or designee will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

    b. The City Enforcement Official(s) or designee may issue Notices of Violation(s).

D. Process for Enforcement

1. City Enforcement Official(s) or designee, will monitor compliance with this ordinance randomly and through Compliance Reviews, Route Reviews,

investigation of complaints, and an Inspection program that may include Remote Monitoring. Section 5.3A.14 establishes City's right to conduct Inspections and investigations.

2. City may issue an official notification to notify regulated entities of its obligations under this ordinance.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

1. Commercial Business:

a. For a first violation, the amount of the base penalty shall be $100 per violation.

b. For a second violation, the amount of the base penalty shall be $200 per violation.

c. For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

2. Single-Family

a. For a first violation, the amount of the base penalty shall be $50 per violation.

b. For a second violation, the amount of the base penalty shall be $100 per violation.

c. For a third or subsequent violation, the amount of the base penalty shall be $250 per violation.

F. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 5.3A.15 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

2. Delays in obtaining discretionary permits or other government agency approvals; or,

3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeals procedures in Chapter 1.28 of this Code.

H. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this ordinance, and if City determines that Organic Waste Generator, hauler, Self-Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, hauler, Self-Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section 5.3A.15, as needed. The foregoing shall not apply to violations arising from incidences where a hauler discovers Prohibited Container Contaminants found in containers.

J. Enforcement Table – Non-Exclusive List of Violations Insert City-specific code section references throughout list.

Table 1. List of Violations

REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 5.3A.05	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 5.3A.04 and 5.3A.05	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section 5.3A.09	A hauler providing Residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation,

REQUIREMENT	DESCRIPTION OF VIOLATION
	activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 5.3A.09	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 5.3A.09	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this ordinance.
Self-Hauler Requirement Section 5.3A.10	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 5.3A.07	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 5.3A.07	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 5.3A.07	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 5.3A.05 and 5.3A.07	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 5.3A.07	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 5.3A.07.

REQUIREMENT	DESCRIPTION OF VIOLATION
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 5.3A.08	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 5.3A.08.

5.3A.16 Coordination and Interpretation in Conjunction with Related Solid Waste Ordinances.

In interpreting this ordinance in conjunction with the City's general solid waste regulations (Municipal Code Title V, Chapter 3 entitled "Garbage, Refuse, and Recycling") and in the event of any conflict between this Chapter 3A of Title V and Chapter 3 of Title V that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and food waste collection, disposal, enforcement, and penalties.

SECTION 2. **Effective Date**. This ordinance shall become effective thirty days after its adoption.

SECTION 3. **Publication**. Upon passage, this ordinance or a summary of the same shall be published within fifteen (15) days of passage, pursuant to the laws of the State of California, in the Madera news, a newspaper of general circulation published and circulated in said City of Madera. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: D-2

SUBJECT:

Consultant Services Agreement with T J K M for design services for traffic signals and new signal controller upgrades

RECOMMENDATION:

Adopt a Resolution approving an Agreement with T J K M in the amount of $128,738.77 for design services for:

1. New traffic signal at the intersection of Cleveland Avenue and Granada Drive
2. New Traffic Signal at the intersection of South Street and D Street
3. New signal controller upgrades at the intersection of Howard Road and Pine Street, and the intersection of Olive Avenue, W. Yosemite Avenue, and Q Street

SUMMARY:

The City received a Congestion Mitigation and Air Quality (CMAQ) Grant for the aforementioned projects. In order to expediate the projects, staff is proposing that the City retain an outside firm to assist in the design of the various improvements. The consultant services agreement with T J K M is for design engineering and preparation of contract documents including plans and specifications for all three projects. The agreement also stipulates that the consultant will also provide specified engineering support services during construction.

BACKGROUND:

These projects are part of the Madera County 2021 Federal Transportation Improvement Program Fiscal Years 2020-21 through 2023-24. The Madera County Transportation Commission (MCTC) allocated Federal Transportation Improvement Program (FTIP) CMAQ (Congested Mitigation and Air Quality) funds for the traffic signal projects.

In accordance with the City's Capital Improvement Program (CIP), construction of traffic signal projects will be funded in Fiscal Year (FY) 2022/23 primarily by CMAQ funds with matching funds from Local Transportation Funds (LTF) Streets funds, Developer Impact Fees (DIF) Traffic Signals, and Measure T funds.

A Request for Proposals (RFP) for the engineering design services was released for advertisement on September 29, 2021, on the City's website, Madera Tribune, and ebidders website. Additionally, the Engineering Department reached out to engineering firms in the area. As summarized on Table 1, the City received two engineering proposals on October 26, 2021.

Table 1: *Responses to the City's RFP*
Firm
T J K M
Peters Engineering Group

It is noted that unlike some bidding processes, the Traffic Signal RFP is funded using federal grants administered through CalTrans. The City is not permitted to use price in the selection criteria. The evaluation of both bids was based on:

- Qualifications/Experience (20 percent)
- Organization/Approach (30 percent)
- Scope of Services (30 percent)
- Manpower (10 percent)
- Schedule of Work (10 percent)

After a thorough evaluation, T J K M was selected. Negotiations commenced to come to an agreement on a fee and contract terms. Worth noting that in this particular case, T J K M was the lowest bidder; although cost was not a factor during the review process.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. All engineering design funding is from CMAQ funds and Local Transportation Fund (LTF) – Streets.

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 enter into an agreement with T J K M. Delays may result in loss of funds.
- Request that staff conduct additional research and continue the item to a future meeting.

ATTACHMENTS:

1. Resolution
2. Exhibit A – Consultant Services Agreement
3. Location Map

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN CONSULTANT SERVICES AGREEMENT WITH T J K M, IN THE AMOUNT OF $128,738.77 FOR ENGINEERING DESIGN SERVICES FOR A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF CLEVELAND AVENUE AND GRANADA DRIVE, CITY PROJECT TS-24, FED PROJECT CML 5157(124); A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH STREET AND D STREET, CITY PROJECT TS-32, FED PROJECT CML 5157(125); AND NEW SIGNAL CONTROLLER UPGRADES AT THE INTERSECTION OF HOWARD ROAD AND PINE STREET AND THE INTERSECTION OF OLIVE AVENUE, W. YOSEMITE AVENUE AND PINE STREET (HOPYQ), CITY PROJECT TS-23, FED PROJECT CML 5157(121)

WHEREAS, the City has a need for certain new traffic signals and controllers (Project); and

WHEREAS, engineering services by a professional firm are required for the Project; and

WHEREAS, the City of Madera (City) published a Request for Proposal on the City's website and solicited firms to provide a proposal for the Project; and

WHEREAS, the City received two proposals in response to the Request for Proposal; and

WHEREAS, T J K M was selected based on their experience and knowledge of the proposed project.

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 approval of a consultant services Agreement, attached hereto as Exhibit A, with T J K M, in the amount $128,738.77 for engineering design services for:
    - **a.** New traffic signal at the intersection of Cleveland Avenue and Granada Drive, City Project TS-24, Fed Project CML 5157(124)
    - **b.** New Traffic Signal at the intersection of South Street and D Street, City Project TS-32, Fed Project CML 5157(125).
    - **c.** New signal controller upgrades at the intersection of Howard Road and Pine Street and the intersection of Olive Avenue, W. Yosemite Avenue, and Q Street (HOPYQ) City Project TS-23, Fed Project CML 5157(121).
3. This resolution is effective immediately.

/ / /

EXHIBIT A

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND

T J K M

This Agreement for Consultant Services ("Agreement") is made and entered into this _____ day of _____, 2021 between the City of Madera, a municipal corporation of the State of California, ("CITY"), and T J K M ("CONSULTANT").

RECITALS

WHEREAS, CITY plans to obtain Consultant Services Agreement with T J K M in the amount of $ 128,738.77 for engineering design services for:

1. New traffic signal at the intersection of Cleveland Avenue and Granada Drive, City Project TS-24, Fed Project CML 5157(124)
2. New Traffic Signal at the intersection of South Street/D Street, City Project TS-32, Fed Project CML 5157(125).
3. New signal controller upgrades at the intersection of Howard Road and Pine Street and the intersection of Olive Avenue, W. Yosemite Avenue, and W Streets (HOPYQ), City Projects TS-23, Fed Project CML 5157(121); and

WHEREAS, CITY needs professional engineering services for the Project; and

WHEREAS, CITY engaged in a competitive Request for Proposals process for the desired work; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional services and is knowledgeable of Federal, State and City standard policies and regulatory requirements; and

WHEREAS, CITY desires to hire CONSULTANT for to provide professional services for the Project.

AGREEMENT

NOW THEREFORE, the Parties incorporate the foregoing recitals and agree as follows:

ARTICLE I. STATEMENT OF WORK

A. Scope of Services

CONSULTANT shall provide the professional services as set forth in Exhibit 'A', Scope of Services, attached hereto and incorporated herein by reference as if fully set forth. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the project(s)..

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see *LAPM Chapter 6: Environmental Procedures*, and the Standard Environmental Reference).

E. CITY Obligations
The CITY shall provide CONSULTANT with the following:

a. Project Manager to work and coordinate with CONSULTANT.
b. Timely review of all submittals.
c. Payment of fees for permits.
d. The data in its possession that is required for CONSULTANT'S performance.

ARTICLE II. COST PROPOSAL.

The work to be performed under this AGREEMENT is described in Article I Statement of Work and the approved CONSULTANT's Cost Proposal dated October 24, 2021. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference as if fully set forth. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE III. CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the CITY's Project Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with CITY's Project Manager, as needed, to discuss progress on the AGREEMENT.

ARTICLE IV. PERFORMANCE PERIOD

A. The Parties shall agree on a Notice to Proceed date. The time for performance of this Agreement shall commence on the Notice to Proceed date and shall end on December 30, 2023, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on CITY until the AGREEMENT is fully executed and approved by the City Council.

C. Time is of the essence in the completion of the services covered by this AGREEMENT. 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 the CITY.

ARTICLE V. INDEPENDENT CONTRACTOR

A. For the purposes of this Agreement, "CONSULTANT" shall be deemed to include not only CONSULTANT, but also any agent, employee, subcontractor or subconsultant of CONSULTANT.

CONSULTANT acknowledges and agrees that at all times, CONSULTANT or any agent or employee of CONSULTANT shall be deemed at all times to be an independent CONSULTANT and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement.

B. CONSULTANT, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees.

C. CONSULTANT or any agent or employee of CONSULTANT is liable for the acts and omissions of itself, its employees, and its agents. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performing services and work, or any agent or employee of CONSULTANT providing same.

D. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONSULTANT performs work under this Agreement.

ARTICLE VI. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article I Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and CITY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by CITY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, CITY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by CITY and notification to proceed has been issued by CITY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by CITY'S Project Manager of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on

each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the CITY. Invoices shall be mailed to CITY's Project Manager, Steve Bettencourt, Senior Civil Engineer, at the City of Madera, 428 E. Yosemite Avenue, Madera, CA 93637

E. The total amount payable by CITY shall not exceed $ 128,738.77.

ARTICLE VII. EXTRA SERVICES

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Services 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 $ 12,874.00 dollars.

ARTICLE VIII. TERMINATION

A. This AGREEMENT may be terminated by CITY, provided that CITY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date.

B. CITY may temporarily suspend this AGREEMENT, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to CITY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in ARTICLE VIII. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE IX. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE X. RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Government Code § 8546.7, the CONSULTANT, Subconsultants, and CITY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. CITY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE XI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by CITY'S City Manager or designee.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by CITY'S City Manager or designee of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, CITY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY Project Manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, CITY or local governments have access to CPA work papers, will be considered a breach of

AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Project Manager to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by A&I.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE XII. SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the CITY and any subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its subconsultants/subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants/subcontractors is an independent obligation from the CITY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the CITY Project Manager, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subcontract entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the CITY.

E. Any substitution of Subconsultants must be approved in writing by the CITY Project Manager in advance of assigning work to a substitute Subconsultant.

ARTICLE XIII. ASSIGNMENT

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligations under this Agreement except with the prior written consent of the other party.

ARTICLE XIV. STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer

(http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the CITY Project Manager by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the CITY Project Manager.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion

thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subcontract exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XV. CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this AGREEMENT or any ensuing CITY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing CITY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XVII. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVIII. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and

Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XIX. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility.

Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 20%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in *Exhibit 10-O1: Consultant Proposal DBE Commitment* , or in *Exhibit 10-O2: Consultant Contract DBE Commitment* attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The CITY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTLANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CITY deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible

E. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the CITY's Project Manager.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, *Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants*, certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Project Manager.

L. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Project Manager within thirty (30) calendar days.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XXI. 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 bid.

Maintenance of Coverage

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

Proof of Insurance

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

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

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

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

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

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

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

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

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

Additional Insurance

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

ARTICLE XXII. INDEMNIFICATION

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 City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the 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 City in the performance of professional services under this agreement.

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 City, 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, 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 City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

ARTICLE XXIII. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. CITY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXIV. CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Project Manager.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by CITY's Project Manager.

ARTICLE XXV. CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXVI. DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of CITY's Project Manager and CITY's Engineer, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXVII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXVIII. SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code §591, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXIX. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXX. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

A. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony

will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXXI. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXXIII. EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXIV. RETENTION OF FUNDS

No retainage will be withheld by CITY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXXV. NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY OF MADERA

Keith Helmuth, City Engineer
Engineering Department
428 E. Yosemite Ave
Madera, CA 93637

CONSULTANT

Atul Patel, Director of ITS & Design
T J K M
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588

ARTICLE XXXVI CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named CITY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXVII

SIGNATURES

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

CITY OF MADERA

By: _____
Santos Garcia, Mayor

T J K M

By: _____
Atul Patel

Title: Director of ITS & Design

94-2239515
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A - SCOPE OF WORK

Approach

The City of Madera is seeking qualified consulting firms for Civil Engineering Design for Traffic Engineering and Right of Way Acquisition at three locations. The project includes federal funding and is included in City's 2021/22 Capital Improvement Program. The project improvements include the following locations:

TS-23 Traffic Signal Modification at the intersections of Pine Street and Howard Avenue and Q Street at Yosemite Avenue (aka HOPYQ intersection)

- Remove existing signal system with Adaptive Signal Control
- Implement Adaptive Signal Control at both signals to coordinate the intersections
- Replace existing controllers with ATCS and upgrade communications equipment
- Protect existing detection in place and integrate with proposed signal improvements
- Develop signal timing plans with adaptive signal parameters
- Be present with City Engineering/Public Works for signal turn-on and programing during construction
- Existing detection will be reviewed during field visit and recommendations will be provided to protect in place or install new detection based on requirements of adaptive signal system
- No survey and ROW research required at this location
- Plans to be developed on google aerials

TS-24 Cleveland Avenue and Granada Drive

- Modify existing signal equipment and pull boxes for new signal install and operation
- Utilize existing traffic signal-luminaire poles and electrical conduits runs as possible
- Perform traffic study to determine turn pocket lengths and optimal phasing for intersection
- Develop new signal timing sheet for programming into controller
- Review truck turn templates to ensure curb radius is adequate
- Utilize existing service pedestal for new signal
- Add any new required conduits or pull boxes for fully functioning system.
- No survey and ROW research required at this location
- Plans to be developed on google aerials

TS-32 E. South Street and N. D Street

- Installation of brand new signal at intersection
- Perform traffic study to determine turn pocket lengths and optimal phasing for intersection
- Develop new signal timing sheet for programming into controller
- Underground/Overhead utilities at this location a concern such as storm drain inlets, utility poles with overhead power lines, commercial signage
- TJKM will review overhead line heights to ensure new poles can be placed and meet the electrical code radial clearance
- Perform topographic survey and ROW determination work at this location

- Verify if existing ramps are ADA compliant, upgrade if found non-compliant

TJKM has a really good understanding of this scope of work and feel confident we can deliver all items to City in timely manner to keep within anticipated project schedule. The following is the detailed scope of work to accomplish all the work.

SCOPE OF WORK

Below is our proposed scope of work for this contract.

TASK 1 – PROJECT MANAGEMENT/KICK-OFF

Subtask 1.1 – Kick-Off Meeting

Prior to the beginning of work, TJKM will meet with the City of Madera's project staff to exchange contact information from all project team members, and identify other contacts important to the project. We will establish a line of communication between the TJKM Team and City staff, identify the key personal for contact and relaying of information back and forth. It is assumed that the kick-off/coordination meeting will be attended by the City of Madera Project Manager, among other staff deemed necessary by the City. The meeting will seek to discuss important aspects of the project, which include but are not limited to the following:

- Discuss coordination, project impacts, goals, and schedule.
- Discuss format of drawings and specifications.
- Obtain available information such as traffic signal and street lighting as-built and standard specifications from the City.
- Discuss key aspects of the traffic signal hardware upgrades design and clarification on the following assumptions:
  - The City will lead the CEQA and NEPA Clearance task and fill out the required paperwork
  - Caltrans Local Assistance Coordination to be handled by the City; the TJKM Team to provide assistance as necessary to get all approvals based on the schedule provided in the City's RFP.
  - No widening (capacity increasing) improvements will be implemented as part of this project. It is assumed that existing curb line will remain in place.
  - City to provide preliminary ROW maps, tract maps, and GIS information for TJKM to overlay onto the basemaps and TJKM Team will augment the provided data with new survey work as to be completed by this project.
- Utility Potholing has not been included in the scope of work.
- Discuss in detail, issues to be resolved in the scope of work, if any.

Deliverables

✓ *Schedule*
✓ *Meeting Minutes*

Subtask 1.2 – Project Management

TJKM will manage the schedule and budget throughout the duration of the project. The City of Madera will handle the E-76 paperwork in-house for obtaining the Request for Authorization (RFA) for construction approval from Caltrans Local Assistance Program. TJKM to provide any supporting concept documents if required.

TJKM will maintain frequent and timely communication with the City of Madera during the design and construction phase of the project. A biweekly conference call will be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kick-Off Meeting
- Review of 60% Submittal
- Review of 90% Submittal

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

TASK 2 – PRELIMINARY DESIGN

Subtask 2.1 – Field Reconnaissance

The TJKM Team will begin project work by performing a site reconnaissance at the three (3) project locations mentioned in the RFP. Field visits will include verification of existing signal infrastructure and condition and note all existing items to protect in place and items that need to be removed. Site reconnaissance images will be collected and provided to City as requested.

Deliverables

✓ *Site Photos*

Subtask 2.2 – Topographic Survey and Utility Coordination

At intersection of South and D Street: perform topographic survey of all hardscape and softscape, including: grade breaks, high points, low points. In flat areas, measure spot elevations in a grid pattern at 25-foot intervals.

Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.

Perform topographic survey of all hardscape and softscape, including: grade breaks, high points, low points.

Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.

Trees 6" in diameter or larger will be located.

At manholes and accessible structures measure invert elevation of all gravity storm drains and sewer pipes. Annotate topographic survey drawing with invert elevation, approximate diameter, and orientation of each pipe visible at the time of the survey. Where access is not practical, O'Dell Engineering shall indicate by notation on the mapping deliverable.

Prepare topographic map at a 1" = 20' scale.

Determine record location of road rights-of-way, property boundaries, and easements as defined by an analysis of record maps, physical evidence, and any other client-provided information. This is not a fully resolved boundary. Excludes setting of monuments or filing maps/corner records.

Compile a list of utility companies who may have facilities in the vicinity of project.

Request copies of existing maps, GIS data, improvement plans, as-builts, record drawings, etc. from each utility operator that shows their existing subsurface infrastructure within the project limits.

Use compiled records together with field observed surface evidence to prepare a subsurface utility base map drawing, and incorporate the information into the topographic survey.

Where possible, existing utility meta information will be annotated on the base mapping to reflect available details extracted from the provided utility drawings.

Deliverables

- ✓ *Survey Base Map in AutoCAD Civil 3D 2018 Format*
- ✓ *PDF Copy of Survey Base Map*
- ✓ *Utility Facility mapping in AutoCAD Civil 3D 2018 Format*
- ✓ *PDF Copy of the Utility Map*

Subtask 2.3 – Right of Way Determination

At the intersection of South and D Street, TJKM Team will prepare up to three land description packages to support fee or easement acquisitions. A land description package includes a written description, a closure report, and a plat (exhibit).

Deliverables

- ✓ *Land description packages signed and stamped by a California licensed Professional Land Surveyor*

Subtask 2.4 – Traffic Study and Signal Timing

The City of Madera will provide the traffic counts required for data collection. The data collected will be used to determine optimal signal timing for each intersection. Draft technical memorandum will be

developed for the proposed signal timings and submitted for review and approval by City of Madera staff. Final Technical Memorandum will be prepared based on City comments. TJKM will acquire typical City of Madera signal timing sheets to prepare required signal timing sheets for each intersection

Deliverables

- ✓ *Draft and Final Traffic Study*
- ✓ *Signal Timing Sheets*

TASK 3 – DETAILED DESIGN PHASE

Subtask 3.1 – 60% Submittal

TJKM will prepare 60% plans using the topographic surveying information for South and D Street to develop those plans and use high resolution aerials for the other two intersections.

The signal plans will be prepared to scale and show layout of all traffic signal equipment for this project including but not limited to; signal poles, signal heads, conduits, and signal phasing. A set of signal interconnect and signage and striping plans will be developed alongside signal improvement plans. The design for the signal modifications shall follow standards laid out in the Caltrans Standard Plans and Specifications, the California Manual on Uniform Traffic Control Devices, and the City of Madera current standards.

TJKM will prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits will be sufficient to cover all necessary improvements within the project area.

TJKM will prepare an engineer's estimate for anticipated cost of construction during each review stage to check vs. the construction funding amount budgeted and adjust the project to fit within the funding amount.

TJKM to acquire boilerplate technical specifications and prepare specifications and special provisions in accordance with the City of Madera's standards and will adhere to City's latest standard specifications and utilizing the Standard Specifications for Public Works Construction ("Greenbook").

Deliverables

- ✓ *60% Plans, pdf and hardcopies as requested*
- ✓ *60% Specifications (in Word) and Estimate in PDF format (or in Excel if requested)*

Subtask 3.2 – 90% Submittal

The TJKM Team will receive one set of non-conflicting comments on the 60% PS&E from the City and have a phone call or video call meeting with City staff to get clarification on any comments that need further discussion.

The Team will then prepare 90% design plans according to City staff's comments and submit for one last comment review.

Deliverables

- ✓ *90% Plans, pdf and hardcopies as requested*
- ✓ *90% Specifications (in Word) and Estimate in PDF format (or in Excel if requested)*

Subtask 3.3 – Bid Package Submittal

The TJKM Team will receive one set of non-conflicting comments on the 90% PS&E from the City and have a phone call meeting with City staff to get clarification on any comments that need further discussion.

The plans will be construction ready at this point. It is anticipated that the comments will be minor editorial comments in this submittal. The Engineer's estimate and specifications shall be refined further and finalized based on City comments. If any minor refinement is required to documents it will be handled in this task and final hard copies will be provided to the City to begin the bidding process.

Deliverables

- ✓ *Bond paper Final Plans, full size (36" x 24") hard copy (one set)*
- ✓ *PDF plans, full size (36" x 24")*
- ✓ *Bid Specifications (in Word) and Estimate in PDF format (or in Excel if requested)*
- ✓ *Any other documents required by the City for complete Bid Documents*

TASK 4 – BIDDING & CONSTRUCTION SUPPORT

During the bidding phase of this project, the TJKM Team will answer any bidder's question and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs) and will prepare addenda, as necessary. The TJKM Team will also prepare conformed documents, as necessary.

During construction, TJKM will assist City staff as follows:

- Prepare responses to contractor's RFIs during the construction phase, if required
- Review contractor equipment submittals
- Attend up to one field meeting
- Provide signal timing sheets
- Prepare Record Drawings from Contractor's redline markups
- Be on-site for signal turn-on and fine tuning

Deliverables

- ✓ *Addendum(s), clarifications, and conformed documents, as necessary*
- ✓ *Clarifications and response to submittals*
- ✓ *Record drawings in AutoCAD and .pdf format*

EXCEPTIONS TO THE SCOPE OF SERVICES

Please note that the following are not included in the Work Plan detailed above:

- Potholing

- Hazardous waste testing, monitoring, and contingency plan for both site and building demolition work
- Geotechnical monitoring, potholing, construction management, inspection, supervision, and scheduling
- Design plans for gas, electric, and telephone service
- Record survey maps, tentative maps, parcel maps, final maps, and legal descriptions and sketches and construction staking
- Design revisions during construction

EXHIBIT B - COST PROPOSAL

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-23 HOPYQ Intersection Traffic Signal Modifications

TS-24 Cleveland Ave/Granada Dr Traffic Signal

TS-32 South Street/D Street Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM									Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	TJKM Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero						
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers								
Direct Salary	$91.54	$81.73	$84.48	$65.10	$61.73	$46.54	$40.34	$33.65	$36.55						
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%						
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%						
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%						
Billing Rate	**$242.87**	**$216.85**	**$224.14**	**$172.72**	**$163.78**	**$123.48**	**$107.03**	**$89.28**	**$96.97**						
Project Management	**0**	**0**	**46**	**6**	**0**	**0**	**0**	**0**	**0**	**52**	**$ 11,346.89**	**$ -**	**$ 11,346.89**	**$ -**	**$ 11,346.89**
Kick-Off Meeting	0	0	6	6	0	0	0	0	0	12	$ 2,381.19	$ -	$ 2,381.19	$ -	$ 2,381.19
Project Management	0	0	40	0	0	0	0	0	0	40	$ 8,965.69	$ -	$ 8,965.69	$ -	$ 8,965.69
Preliminary Design	**10**	**6**	**4**	**16**	**16**	**60**	**0**	**0**	**16**	**128**	**$ 18,970.86**	**$ 450.00**	**$ 19,420.86**	**$ 17,500.00**	**$ 36,920.86**
Field Reconnaissance	0	0	0	16	0	0	0	0	16	32	$ 4,315.16	$ 450.00	$ 4,765.16	$ -	$ 4,765.16
Topographic Survey & Utility Coordination	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ 15,500.00	$ 15,500.00
Right of Way Determination	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ 2,000.00	$ 2,000.00
Traffic Study and Signal Timing	10	6	4	0	16	60	0	0	0	96	$ 14,655.69	$ -	$ 14,655.69	$ -	$ 14,655.69
Detailed Design Phase	**11**	**22**	**54**	**88**	**0**	**0**	**92**	**144**	**136**	**547**	**$ 70,637.20**	**$ -**	**$ 70,637.20**	**$ -**	**$ 70,637.20**
60% Submittal	5	10	22	40	0	0	48	56	56	237	$ 30,790.60	$ -	$ 30,790.60	$ -	$ 30,790.60
90% Submittal	3	6	16	28	0	0	24	48	40	165	$ 21,185.38	$ -	$ 21,185.38	$ -	$ 21,185.38
Bid Package Submittal	3	6	16	20	0	0	20	40	40	145	$ 18,661.23	$ -	$ 18,661.23	$ -	$ 18,661.23
Bidding and Construction Support	8	0	12	12	0	8	20	0	0	**60**	**$ 9,833.82**	**$ -**	**$ 9,833.82**	**$ -**	**$ 9,833.82**
Total	**29**	**28**	**116**	**122**	**16**	**68**	**112**	**144**	**152**	**787**	**$ 110,788.77**	**$ 450.00**	**$111,238.77**	**$ 17,500.00**	**$ 128,738.77**

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-23 HOPYQ Intersection Traffic Signal Modifications

Prepared by TJKM Transportation Consultants

Task	TJKM									Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero						
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers								
Direct Salary	$91.54	$81.73	$84.48	$65.10	$61.73	$46.54	$40.34	$33.65	$36.55						
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%						
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%						
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%						
Billing Rate	**$242.87**	**$216.85**	**$224.14**	**$172.72**	**$163.78**	**$123.48**	**$107.03**	**$89.28**	**$96.97**						
Project Management	**0**	**0**	**12**	**2**	**0**	**0**	**0**	**0**	**0**	**14**	**$ 3,035.15**	**$ -**	**$ 3,035.15**	**$ -**	**$ 3,035.15**
Kick-Off Meeting			2	2						4	$ 793.73		$ 793.73		$ 793.73
Project Management			10							10	$ 2,241.42		$ 2,241.42		$ 2,241.42
Preliminary Design	**8**	**2**	**4**	**8**	**8**	**40**	**0**	**0**	**8**	**78**	**$ 11,680.29**	**$ 150.00**	**$ 11,830.29**	**$ -**	**$ 11,830.29**
Field Reconnaissance				8					8	16	$ 2,157.58	$ 150.00	$ 2,307.58		$ 2,307.58
Topographic Survey & Utility Coordination										0	$ -		$ -		$ -
Right of Way Determination										0	$ -		$ -		$ -
Traffic Study and Signal Timing	8	2	4		8	40				62	$ 9,522.71		$ 9,522.71		$ 9,522.71
Detailed Design Phase	**3**	**6**	**16**	**16**	**0**	**0**	**20**	**40**	**24**	**125**	**$ 16,418.74**	**$ -**	**$ 16,418.74**	**$ -**	**$ 16,418.74**
60% Submittal	1	2	8	8			8	16	8	51	$ 6,912.01		$ 6,912.01		$ 6,912.01
90% Submittal	1	2	4	4			8	16	8	43	$ 5,324.55		$ 5,324.55		$ 5,324.55
Bid Package Submittal	1	2	4	4			4	8	8	31	$ 4,182.19		$ 4,182.19		$ 4,182.19
Bidding and Construction Support	**8**		**4**	**4**		**8**	**4**			**28**	**$ 4,946.41**	**$ -**	$ 4,946.41	**$ -**	**$ 4,946.41**
Total	**19**	**8**	**36**	**30**	**8**	**48**	**24**	**40**	**32**	**245**	**$ 36,080.60**	**$ 150.00**	**$ 36,230.60**	**$ -**	**$ 36,230.60**

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-24 Cleveland Ave/Granada Dr Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM									Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero						
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers								
Direct Salary	$91.54	$81.73	$84.48	$65.10	$61.73	$46.54	$40.34	$33.65	$36.55						
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%						
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%						
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%						
Billing Rate	**$242.87**	**$216.85**	**$224.14**	**$172.72**	**$163.78**	**$123.48**	**$107.03**	**$89.28**	**$96.97**						
Project Management	**0**	**0**	**17**	**2**	**0**	**0**	**0**	**0**	**0**	**19**	**$ 4,155.87**	**$ -**	**$ 4,155.87**	**$ -**	**$ 4,155.87**
Kick-Off Meeting			2	2						4	$ 793.73		$ 793.73		$ 793.73
Project Management			15							15	$ 3,362.14		$ 3,362.14		$ 3,362.14
Preliminary Design	**1**	**2**	**0**	**4**	**4**	**10**	**0**	**0**	**4**	**25**	**$ 3,645.28**	**$ 150.00**	**$ 3,795.28**	**$ -**	**$ 3,795.28**
Field Reconnaissance				4					4	8	$ 1,078.79	$ 150.00	$ 1,228.79		$ 1,228.79
Topographic Survey & Utility Coordination										0	$ -		$ -		$ -
Right of Way Determination										0	$ -		$ -		$ -
Traffic Study and Signal Timing	1	2			4	10				17	$ 2,566.49		$ 2,566.49		$ 2,566.49
Detailed Design Phase	**4**	**8**	**26**	**40**	**0**	**0**	**40**	**56**	**56**	**230**	**$ 30,154.36**	**$ -**	**$ 30,154.36**	**$ -**	**$ 30,154.36**
60% Submittal	2	4	10	16			24	24	24	104	$ 13,396.96		$ 13,396.96		$ 13,396.96
90% Submittal	1	2	8	16			8	16	16	67	$ 9,069.59		$ 9,069.59		$ 9,069.59
Bid Package Submittal	1	2	8	8			8	16	16	59	$ 7,687.81		$ 7,687.81		$ 7,687.81
Bidding and Construction Support			**4**	**4**			**8**			**16**	**$ 2,443.70**	**$ -**	**$ 2,443.70**	**$ -**	**$ 2,443.70**
Total	**5**	**10**	**47**	**50**	**4**	**10**	**48**	**56**	**60**	**290**	**$ 40,399.22**	**$ 150.00**	**$ 40,549.22**	**$ -**	**$ 40,549.22**

City of Madera

Proposal for: Engineering Services for Federally Funded Projects

TS-32 South Street/D Street Traffic Signal

Prepared by TJKM Transportation Consultants

Task	TJKM									Hours by Task	Cost by Task	TJKM ODCs	TJKM Total Fee	O'Dell Engineering Fee	Total Fee
	Ruta Jariwala	Sayed Fakhry	Atul Patel	Rutvij Patel	Sandeep Paparaju	Praveena Samaleti	Anna Highsmith	Erika Chung	Manuel Montero						
	PIC	QA/QC	Project Manager	Task Lead	Task Lead	Assistant Transportation Planner	Assistant Transportation Engineers								
Direct Salary	$91.54	$81.73	$84.48	$65.10	$61.73	$46.54	$40.34	$33.65	$36.55						
Overhead	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%	108.49%						
Fringe	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%	32.71%						
Profit	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%						
Billing Rate	**$242.87**	**$216.85**	**$224.14**	**$172.72**	**$163.78**	**$123.48**	**$107.03**	**$89.28**	**$96.97**						
Project Management	**0**	**0**	**17**	**2**	**0**	**0**	**0**	**0**	**0**	**19**	**$ 4,155.87**	**$ -**	**$ 4,155.87**	**$ -**	**$ 4,155.87**
Kick-Off Meeting			2	2						4	$ 793.73		$ 793.73		$ 793.73
Project Management			15							15	$ 3,362.14		$ 3,362.14		$ 3,362.14
Preliminary Design	**1**	**2**	**0**	**4**	**4**	**10**	**0**	**0**	**4**	**25**	**$ 3,645.28**	**$ 150.00**	**$ 3,795.28**	**$ 17,500.00**	**$ 21,295.28**
Field Reconnaissance				4					4	8	$ 1,078.79	$ 150.00	$ 1,228.79		$ 1,228.79
Topographic Survey & Utility Coordination										0	$ -		$ -	$ 15,500.00	$ 15,500.00
Right of Way Determination										0	$ -		$ -	$ 2,000.00	$ 2,000.00
Traffic Study and Signal Timing	1	2			4	10				17	$ 2,566.49		$ 2,566.49		$ 2,566.49
Detailed Design Phase	**4**	**8**	**12**	**32**	**0**	**0**	**32**	**48**	**56**	**192**	**$ 24,064.10**	**$ -**	**$ 24,064.10**	**$ -**	**$ 24,064.10**
60% Submittal	2	4	4	16			16	16	24	82	$ 10,481.63		$ 10,481.63		$ 10,481.63
90% Submittal	1	2	4	8			8	16	16	55	$ 6,791.24		$ 6,791.24		$ 6,791.24
Bid Package Submittal	1	2	4	8			8	16	16	55	$ 6,791.24		$ 6,791.24		$ 6,791.24
Bidding and Construction Support			**4**	**4**			**8**			**16**	**$ 2,443.70**	**$ -**	**$ 2,443.70**	**$ -**	**$ 2,443.70**
Total	**5**	**10**	**33**	**42**	**4**	**10**	**40**	**48**	**60**	**252**	**$ 34,308.95**	**$ 150.00**	**$ 34,458.95**	**$ 17,500.00**	**$ 51,958.95**

EXHIBIT C - RATE SCHEDULE

TJKM - Rate Schedule

Classification	Project Title	Name	Rates
Principal	Principal	Ruta Jariwala	$242.87
Director	QA/QC	Sayed Fakhry	$216.85
Director	Project Manager	Atul Patel	$224.14
Project Manager	Task Lead	Rutvij Patel	$172.72
Transportation Engineer	Task Lead	Sandeep Paparaju	$163.78
Assistant Transportation Planner	Assistant Transportation Planner	Praveena Samaleti	$123.48
Assistant Transportation Engineers	Assistant Transportation Engineers	Anna Highsmith	$107.03
Assistant Transportation Engineers	Assistant Transportation Engineers	Manuel Montero	$96.97
Assistant Transportation Engineers	Assistant Transportation Engineers	Erika Chung	$89.28

Reimbursable Expenses

Plotting (per sheet)	$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	0.56

All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.

Rates Effective January 1, 2021
Rates Subject to Change

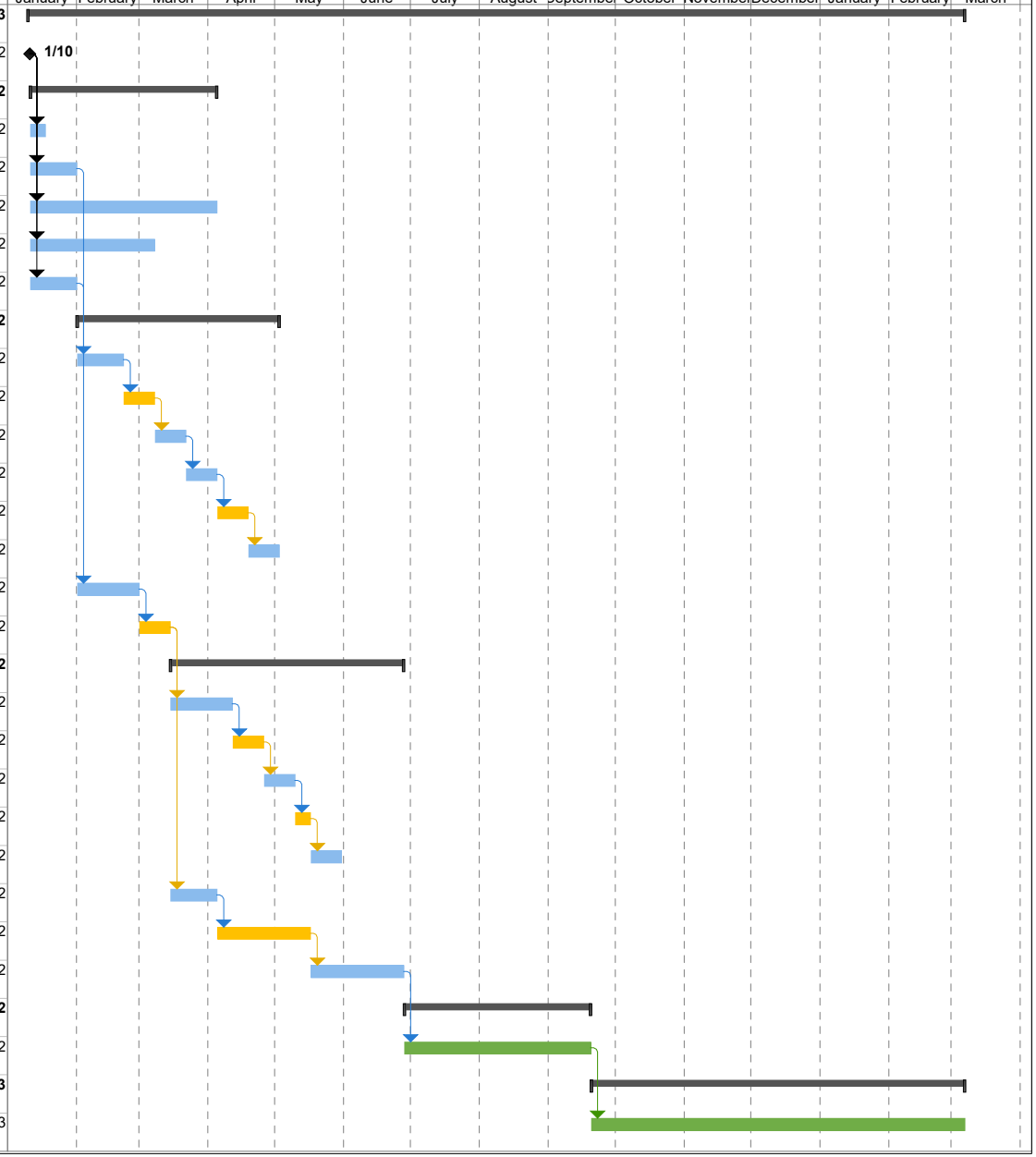
TJKM

EXHIBIT D - PROJECT SCHEDULE

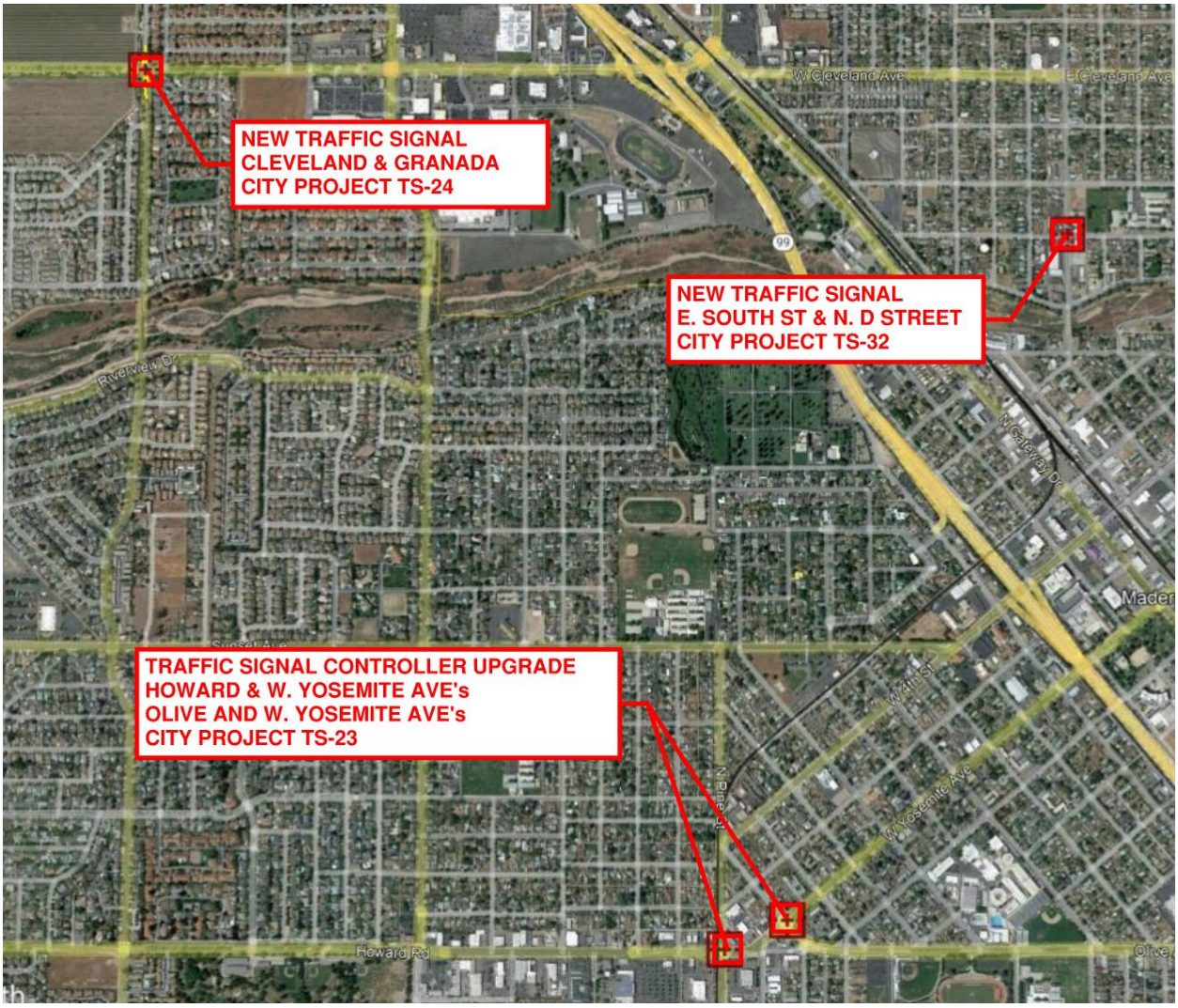
PROJECT SCHEDULE

Engineering Services for Federally Funded Projects
TS-23 HOPYQ Intersection Traffic Signal Modifications
TS-24 Cleveland Ave/Granada Dr Traffic Signal
TS-32 South Street/D Street Traffic Signal

ID	Task Name	Duration	Start	Finish
1	**Project Management**	**301 days**	**Mon 1/10/22**	**Mon 3/6/23**
2	Kickoff Meeting	1 day	Mon 1/10/22	Mon 1/10/22
3	**Background Research**	**60 days**	**Tue 1/11/22**	**Mon 4/4/22**
4	Field Visit	5 days	Tue 1/11/22	Mon 1/17/22
5	Topographic Survey	15 days	Tue 1/11/22	Mon 1/31/22
6	Utility Coordination (Includes PG&E)	60 days	Tue 1/11/22	Mon 4/4/22
7	Right of Way Research	40 days	Tue 1/11/22	Mon 3/7/22
8	Traffic Volumes Data Collection	15 days	Tue 1/11/22	Mon 1/31/22
9	**Preliminary Design**	**65 days**	**Tue 2/1/22**	**Mon 5/2/22**
10	Draft Traffic Study Memorandum	15 days	Tue 2/1/22	Mon 2/21/22
11	City Review Memorandum	10 days	Tue 2/22/22	Mon 3/7/22
12	Final Traffic Study Memorandum	10 days	Tue 3/8/22	Mon 3/21/22
13	Draft Signal Timings	10 days	Tue 3/22/22	Mon 4/4/22
14	City Review Signal Timings	10 days	Tue 4/5/22	Mon 4/18/22
15	Final Signal Timings	10 days	Tue 4/19/22	Mon 5/2/22
16	Develop 30% Submittal	20 days	Tue 2/1/22	Mon 2/28/22
17	City Review 30% Submittal	10 days	Tue 3/1/22	Mon 3/14/22
18	**Detailed Design Phase**	**75 days**	**Tue 3/15/22**	**Mon 6/27/22**
19	Develop 60% Submittal	20 days	Tue 3/15/22	Mon 4/11/22
20	City Review 60% Submittal	10 days	Tue 4/12/22	Mon 4/25/22
21	Develop 90% Submittal	10 days	Tue 4/26/22	Mon 5/9/22
22	City Review 90% Submittal	5 days	Tue 5/10/22	Mon 5/16/22
23	Develop 100% Submittal (Bid Package)	10 days	Tue 5/17/22	Mon 5/30/22
24	Submit E76 RFA CON Package	15 days	Tue 3/15/22	Mon 4/4/22
25	Caltrans Local Assistance review of package	30 days	Tue 4/5/22	Mon 5/16/22
26	Receive approval of E76 permit	30 days	Tue 5/17/22	Mon 6/27/22
27	**Bidding Support Phase**	**60 days**	**Tue 6/28/22**	**Mon 9/19/22**
28	Bidding Support & Council Award	60 days	Tue 6/28/22	Mon 9/19/22
29	**Construction Support Phase**	**120 days**	**Tue 9/20/22**	**Mon 3/6/23**
30	Construction Support	120 days	Tue 9/20/22	Mon 3/6/23



LOCATION MAP



REPORT TO CITY COUNCIL

Approved by:

Anthony R. Forestiere

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: D-3

SUBJECT:

Amendment to the Agreement between the City and MV Public Transportation, Inc. pertaining to Madera Metro

RECOMMENDATION:

A Resolution Approving Amendment No. 3 to the Agreement for Management and Operation of Madera Transit Services Agreement with MV Public Transportation, Inc. Relating to Holiday Service Hours and Driver Certification Requirements

SUMMARY:

In the spirit of continuous improvement, the City and MV Public Transportation, Inc. (MVPT), are proposing incremental modifications to enhance the passenger experience while improving the service delivery model. As a result, an amendment is required to the existing Management and Operations Agreement (Agreement).

More specifically, two revisions are proposed. They include:

1. Revision to the holiday service schedule
2. Revision to Driver Certification Requirements

The following discusses the proposed amendments in greater detail.

DISCUSSION:

1. **Revision to Holiday Service Hours**

Per the existing agreement, transit services are not provided on numerous holidays. After researching nearby communities, specifically, Fresno, Turlock, and Clovis, it was determined that

some agencies continue to provide services, albeit limited. In order to provide expanded services, staff proposes making changes as detailed in the following tables.

Table 1: *Current holidays without transit service*		
New Year's Day	Independence Day	Thanksgiving
Martin Luther King Birthday	Labor Day	Day after Thanksgiving
President's Day	Columbus Day	Christmas Day
Memorial Day	Veteran's Day	

After additional research, it is atypical for transit services to be suspended during all holidays. Rather, transit services often operate on an alternate schedule, similar to a weekend schedule, for some holidays. Table 2 identifies dates that staff is proposing to add limited service (9 am to 4 pm) as opposed to no service.

Table 2: *Proposed holidays with limited transit service (9 am – 4 pm)* [(1)]		
Martin Luther King Birthday	Labor Day	*Christmas Eve*
President's Day	Columbus Day	*New Year's Eve*
Memorial Day	Veteran's Day	
Juneteenth	Day after Thanksgiving	
(1) Days in italics represent days that are currently on a normal schedule but would be changed to limited service		

As evidenced by Table 2, service would be re-introduced for most holidays, sans four. Said days are listed in Table 3.

Table 3: *Proposed days with no service*		
New Year's Day	Thanksgiving	Christmas Day
Independence Day		

2. Revision to Driver Certification Requirements

Due to the COVID-19 pandemic, transit services were drastically interrupted due to staffing shortages. While reviewing the Agreement with MVPT Inc, Section 3.19 - California Vehicle Code Compliance reads as: "CONTRACTOR shall comply with California Vehicle Code (CVC) Section 1801.1 (Pull Notice Program) and Section 12804.6 (Bus Operator Certificates)".

Today, the agreement requires that drivers possess a General Public Paratransit Vehicle (GPPV) certification. However, a GPPV certification is only required:

- When students at or below the 12th grade are transported to or from a public or private school or school activity.

- For drivers who transport students through the City's Dial-A-Ride (DAR) and ADA/Paratransit (ADAP) service

In comparison, a Verification of Transit Training (VTT) Certificate is required when operating a transit bus. A VTT Certification is mandatory for drivers when operating a Fixed Route Bus, such as Madera Metro. Thus, language is proposed noting that a VTT is required for fixed route drivers, unless students are transported via DAR or ADAP.

It is noted that while the existing agreement does not stipulate that all drivers receive dual certification, as a standard of practice, drivers have been required to attain both certificates. Due to certificate requirements, DMV and CHP testing availability, the hiring process has been a minimum of four months, not including the additional training provided by MVPT. By adding clarifying language, it is anticipated that the recruitment timeline will be greatly reduced.

FINANCIAL IMPACT:

These amendments do not impact the City's General Fund as all transit operation and preventative maintenance cost expended through Local Transportation and Federal Transit Administrative grant funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Management and Operations Agreement 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 direct staff to retain the current language or direct other terms to the agreement.

ATTACHMENTS:

1. Resolution Approving Amendment No. 3
   a. Exhibit A to Resolution: Amendment No. 3 to Management & Operation Agreement

RESOLUTION NO. 21-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

WHEREAS, the City of Madera (City) and MV Public Transportation, Inc. (MVPTI) entered an agreement for the Management and Operation of Madera Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the Parties entered Amendment No. 1 on July 1, 2021 extending the Agreement to June 30, 2022; and

WHEREAS, the Parties entered Amendment No. 2 to the Agreement on October 6, 2021, to extend the Agreement to June 30, 2023; and

WHEREAS, a further Amendment to the Agreement is needed to revise the Holiday Service Hours and Driver Certification Requirement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves Amendment No. 3 to the Agreement for Management and Operations with MV Public Transportation, Inc. which is attached as Exhibit A and incorporated by reference.
3. This resolution is effective immediately upon adoption.

***

AMENDMENT NO.3 TO AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICES BETWEEN THE CITY OF MADERA AND MV PUBLIC TRANSPORTATION, INC.

This Amendment No. 3 to the Agreement for Management and Operation of Madera Transit Services between the City of Madera (City) and MV Public Transportation, Inc. (Contractor) is entered into effective December 1, 2021.

RECITALS

WHEREAS, the City and Contractor entered into an Agreement for the Management and Operations of Madera Metro Transit Services (Agreement) on November 7, 2018; and

WHEREAS, the Parties entered Amendment No. 1 to the Agreement on July 1, 2021, to extend the Agreement to June 30, 2022; and

WHEREAS, the Parties entered Amendment No. 2 to the Agreement on October 6, 2021, to extend the Agreement to June 30, 2023, to meet required FTA provisions and language for the Agreement between the City and Contractor; and

WHEREAS, the Parties wish to enter Amendment No. 3 to as set forth herein.

AMENDMENT

SECTION 1. Section 3.a.19) of the Agreement is amended to add Subsection a) to now read as follows:

19. California Vehicle Code Compliance: CONTRACTOR shall comply with California Vehicle Code Section 1801.1 (Pull Notice Program) and Section 12806 (bus operator certificates).

    a. CONTRACTOR is required to ensure that at a minimum, all transit bus operators obtain a Verification of Transit Training (VTT) Certificate.

SECTION 2. The language in Section 3.a.22) of the Agreement, as amended, shall have no further force and effect and shall be replaced with a new **Subsection 22)** to Section 3.a. to read as follows:

22) Holidays:

a. No transit services shall be provided on the following City of Madera holidays: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day. If one of these holidays falls on a Sunday, it is not to be observed the following day.

b. Limited Transit Services shall be provided on the following City of Madera holidays: Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth Independence Day, Labor Day, Columbus Day, Veterans Day, Day After Thanksgiving, Christmas Eve, New Year's Eve. If one of these holidays falls on a Sunday, it is not to be observed the following day. The term "Limited Transit Services" as used in this section shall mean the same as Saturday Regular Service Hours as currently set for 9:00 a.m. to 4:00 p.m. or as may be amended by mutual agreement between the Parties and memorialized in writing.

SECTION 3. Except as amended by this Amendment No. 3, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed or caused the extension to the Agreement to be executed as of the date and year written above.

CITY OF MADERA

By: _____
Santos Garcia, Mayor

Date: _____

MV PUBLIC TRANSPORTATION, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

_____
Taxpayer ID Number

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

REPORT TO CITY COUNCIL

Approved by:

Matthew Watson, Assistant Fire Chief

Arnoldo Rodriguez, City Manager

Council Meeting of: December 15, 2021

Agenda Number: D-4

SUBJECT:

Request by Pistoresi Ambulance Paramedics to extend the Lease Agreement for space at Fire Station 57

RECOMMENDATION:

Adopt a Resolution approving a three-month extension to the original lease agreement with Pistoresi Ambulance Paramedics beginning on January 1, 2022 at a monthly rate of $2,040

SUMMARY:

On June 16, 2021, the City Council (Council) approved a six-month lease agreement with Pistoresi Ambulance Paramedics (PAP) for the use of a portion of City Fire Station 57 located on South Schnoor Avenue at a monthly rate of $1,020 beginning on June 16, 2021. The agreement includes utilities and maintenance fees, sans cable and internet which are the responsibility of PAP.

DISCUSSION:

PAP, a private ambulance company, and the City have enjoyed a long-term partnership serving the community. In addition to the City, PAP serves the City of Chowchilla and a portion of the County, primarily the Valley floor, while Sierra Ambulance serves the foothill communities. As part of this partnership, the City has allowed PAP to house an ambulance at Fire Station 57 since 1982. This arrangement has served PAP and the residents well, allowing PAP to deploy personnel rapidly. In addition to being stationed at Station 57, PAP also houses an ambulance at Madera County Station 1 located on Tozer Road (i.e., Road 28) and prior 2021 at Chowchilla City Fire Station 1.

As emergency response needs have evolved, fire suppression equipment needs have changed. As a result, staff notified PAP that it needs the space while a short-term lease agreement is also required. It is worth noting that during the preceding 39 years, there has been no hold harmless,

lease, or rental agreement in writing between PAP and the City. Thus, during the past 39 years, the City has borne utilities and facility maintenance costs, while PAP pays for cable and internet. This, coupled with the need to house fire suppression equipment indoors to protect it from inclement weather, led to the City revisiting the arrangement. It is anticipated that once PAP relocates, the space will be used to properly store safety gear, firefighter wellness equipment, and supplies away from carcinogenic smoke generated from the fire apparatus. Today, these items are stored in the apparatus bays and need to be removed.

In addition, at the October 20, 2021 meeting, Council accepted an offer from the Madera Historical Society (MHS) to re-acquire the City's 2nd and 3rd fire engines for $1.00 each. The MHS originally acquired the engines from the City in the early 2000's. Fortunately, the MHS restored both fire engines and they are currently operable and in showcase condition. The Fire Engines represent the 2nd and 3rd City fire engines. Engine 2 is a 1923 American La France Model 12 while Engine 3 is a 1934 Mack model 75. Unfortunately, Engine 1 was scrapped for metal during World War II, thus Engines 2 and 3 represent the City's oldest fire engines. While firefighting has greatly advanced, the engines represent the latest technology at the time and add civic pride. Moreover, preserving the fire engines honors the tradition and rich history of the City's Fire Department.

It is noted that the MHS was open to parting with the engines subject to the following conditions:

- Should the City be unable to maintain and house the fire engines, the MHS shall have the first right of refusal to purchase the fire engines for $1.00 each.
- The MHS would like to utilize the fire apparatus during annual parades such as the Old Timer's Day Parade.

This creates a more significant strain and need for storage at Station 57.

PAP Request

More recently, PAP contacted the City and indicated that they were unsuccessful in locating a facility and requested that staff consider an extension. The existing agreement does not provide for an extension, thus said request is being brought before Council.

Existing Agreement

During the June 16, 2021 meeting, staff recommended a monthly rate of $2,040. The rate was calculated as outlined in Table 1. During the Council meeting, staff provided two alternatives in addition to the one provided in the staff report. After extensive discussion, Council agreed to a monthly rate of $1,020.

Table 1: *Monthly rate assumptions* [1]			
	Station Use Breakdown		*Monthly Rent by Area*
	SF [2]	*PAP Area*	*0.55¢ sf*
Medic Room	437 sf	437 sf	$240.35
Restroom 1	50 sf	25 sf	$13.75
Restroom 2	121 sf	60 sf	$33
Dining Room	558 sf	279 sf	$153.45
Kitchen	168 sf	84 sf	$46.20
Driveway	3,000 sf	1,500 sf	$825
Parking	-	684 sf	$376.20
Utility Fee	-	-	$152
Maintenance Fee	-	-	$100
Supply	-	-	$100
Total	-	-	***$2,039.95***

[1] As provided in the June 16, 2021 staff report
[2] SF = Square Feet

It is worth noting that should PAP remain at Station 57 past December 31, 2021, it is likely that the City will incur additional costs considering that Engines 2 and 3 will need to be housed indoors. The City does not have indoor space currently available, thus it will likely need to identify storage space. As an alternative, the City may store fire equipment outdoors; however, staff advises against doing so considering that equipment is more likely to fail if exposed to inclement weather.

As a result, staff is recommending the following:

1. Three-month extension, through March 31, 2022 at the monthly rate of $2,040.

2. PAP shall be responsible for all expenses that may be incurred by the City to store Engines 2 and 3. Said location shall be approved by the City.

FINANCIAL IMPACT:

The existing lease agreement will generate $6,120 in revenue should PAP remain for the duration of the agreement. An additional $6,120 in revenue would be generated should PAP remain at the station for the extended lease period. Regardless, from these funds, a portion will be used for utilities and maintenance costs. Any remaining funds will be used to make improvements at the station.

ALTERNATIVES:

As an alternative, Council may direct staff to allow PAP to continue to use the station at a monthly lease rate of $1,020 or may direct staff to enter into a longer-term agreement.

ATTACHMENTS:

1. Resolution, including First Amendment to the Lease Agreement
2. Resolution 21-80 approved by Council on June 16, 2021, including Six-month Lease Agreement

Attachment 1:

Resolution, including First Amendment to the Lease Agreement

Resolution 21-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH PISTORESI AMBULANCE PARAMEDICS FOR SPACE AT THE CITY OF MADERA FIRE STATION 57

WHEREAS, on June 16, 2021, Council authorized the Mayor to execute a six-month lease agreement allowing Pistoresi Ambulance Paramedics to utilize a portion of Fire Station 57 located at 200 South Schnoor Avenue; and

WHEREAS, the lease agreement stipulates a monthly lease rate of $1,020 for use of the defined space; and

WHEREAS, the City and Pistoresi Ambulance Paramedics have agreed to allow and Pistoresi Ambulance Paramedics use of the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces; and

WHEREAS, Pistoresi Ambulance Paramedics agree to a monthly rent of $2,040 beginning on January 1, 2022; and

WHEREAS, Pistoresi Ambulance Paramedics is responsible for cable and internet for all users of the Fire Station; and

WHEREAS, the City is responsible for utilities including but not limited to water, sewer, gas, electricity, and solid waste; and

WHEREAS, Pistoresi Ambulance Paramedics contacted the City and indicated a desire to extend the existing lease considering that they failed to secure an alternate site; and

WHEREAS, Pistoresi Ambulance Paramedics has agreed to pay for all expenses to store Engines 2 and 3 at a secure indoor facility. Said facility shall be approved by the City; and

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

1. The recitals listed above are true and correct.
2. The Council approves the First Amendment to the Lease Agreement between City and Pistoresi Ambulance Paramedics.
3. This resolution is effective immediately upon adoption.

*****

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND PISTORESI AMBULANCE PARAMEDICS

This First Amendment to Lease Agreement ("First Amendment") is entered on December 16, 2021, by and between the City of Madera, a municipal corporation ("Lessor") and Pistoresi Ambulance (Tenant) collectively referred to as "Parties."

RECITALS

WHEREAS, Lessor and Tenant entered into a Lease Agreement regarding that certain real property located in Fire Station 57 at 200 S. Schnoor Ave, Madera, California (referred to in the Lease Agreement as the "Premises"), owned by Lessor, effective June 16, 2021; and

WHEREAS, Lease Agreement will expire on December 31, 2021; and

WHEREAS, the Parties mutually agree to the extension of the Lease Agreement.

AMENDMENT

SECTION 1. The term of the Lease Agreement set forth in Section 3(a) is extended to March 31, 2022.

SECTION 2. The Tenant agrees to pay rent to the Lessor in the amount of $2,040 per month for the three-month extension.

SECTION 3. The Tenant shall be responsible for all costs incurred to store Engines 2 and 3 through March 31, 2022 or during the term of the lease agreement. Said facility shall be approved by the City and shall be fully enclosed.

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

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

(signatures on next page)

CITY OF MADERA
a Municipal Corporation

By: _____
Santos Garcia
Mayor

ATTEST:

By: _____
Alicia Gonzales
City Clerk

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy
City Attorney

PISTORESI AMBULANCE

By: _____
Ted Pistoresi
Owner/General Manager

_____

Attachment 2:

Resolution 21-80 approved by Council on June 16, 2021, including Six-month Lease Agreement

Resolution 21-80

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SIX-MONTH LEASE AGREEMENT WITH PISTORESI AMBULANCE PARAMEDICS FOR SPACE AT THE CITY OF MADERA FIRE STATION 57

WHEREAS, the Mayor will execute a six-month lease agreement allowing Pistoresi Ambulance Paramedics to utilize a portion of Fire Station 57 located at 200 South Schnoor Avenue; and

WHEREAS, the market rate for use of the space is $1,020 per month; and

WHEREAS, the City and Pistoresi Ambulance Paramedics have agreed to allow and Pistoresi Ambulance Paramedics use of the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces; and

WHEREAS, Pistoresi Ambulance Paramedics agree to a monthly rent of $1,020 in the proposed agreement; and

WHEREAS, Pistoresi Ambulance Paramedics is responsible for cable and internet for all users of the Fire Station; and

WHEREAS, the City is responsible for utilities including but not limited to water, sewer, gas, electricity, and solid waste.

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

1. The recitals listed above are true and correct.
2. The Council approves the Lease Agreement between City and Pistoresi Ambulance Paramedics.
3. This resolution is effective immediately upon adoption.

***

PASSED AND ADOPTED by the City Council of the City of Madera this 16th day of June 2021 by the following vote:

AYES:	Councilmembers Gallegos, Rodriguez, Montes, and Evans.
NOES:	Mayor Garcia and Mayor Pro Tem Villegas.
ABSTENTIONS:	None.
ABSENT:	District 5 is currently vacant.

APPROVED:

SANTOS GARCIA, Mayor

ATTEST:

ALICIA GONZALES, City Clerk

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

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LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND PISTORESI ABMULANCE PARAMEDICS

This Lease Agreement ("Lease") is entered into on June 16, 2020, by and between the City of Madera, a municipal corporation ("Lessor") and Pistoresi Ambulance (Tenant) collectively referred to "Parties."

1. Agreement. Subject to the terms and conditions and for the consideration set forth in this Lease, Lessor hereby Leases to Tenant and Tenant hereby Leases from Lessor, that certain real property located in Fire Station 57 at 200 S Schnoor Ave, Madera, California (referred to hereinafter as the "Premises"), owned by Lessor, and which is more particularly described and depicted in Exhibit A which is attached hereto and incorporated herein by reference.

2. Rent. Tenant agrees to pay rent to Lessor in the amount of $ 1,020.00 per month. On June 16, 2021, the Tenant shall pay to the Lessor the prorated sum of $510.00 for the period of June 16, 2021 through June 30, 2021. Thereafter the full monthly rent shall be paid on the first day of each month, at Madera City Hall, located at 205 W. 4th Street, Madera, CA 93637 or any other place or places that may be designated by Lessor in a written notice to Tenant given in the manner prescribed in this Lease. Rent for any period less than one month shall be a pro rata portion of the monthly installment.

3. Term.

(a) The term of this Lease shall commence on June 16, 2021 and shall continue through December 31, 2021.

(b) Tenant may, at Tenant's option, terminate this Lease upon thirty (30) days written notice to Lessor.

(c) Lessor may terminate this Lease upon fifteen (15) days written notice to Tenant for failing to meet any terms as provided in this Lease Agreement.

4. Use of Premises.

(a) Sole Use: The Premises are Leased to Tenant for the sole use of operating Tenant's private ambulance business and for uses collateral thereto. The shared use includes the Medic bedroom/living room, two (2) restrooms, dining area, kitchen, rear driveway and four (4) parking spaces.

(b) No Detriment to Insurance: Tenant shall not commit or permit any act or acts in or on the Premises or use the Premises or cause the Premises to be used in any manner which will

cause a cancellation of any fire, liability, or other insurance policy covering the Premises or any part thereof.

(c) Assignments and Encumbrances: Tenant shall not encumber, assign, or otherwise transfer this Lease, a right or interest in the property or any of the improvements on the property without the expressed written consent of the Lessor. In addition, Tenant shall not sublet the property or any part thereof.

5. Maintenance and Repair

(a) General Requirement: Tenant shall, during the term of this Lease, maintain the Premises in a good, clean, and safe condition, and shall, on termination of this LEASE, surrender the Premises to Lessor in as good a condition and repair as existed on the date of this LEASE, reasonable wear and tear and damage by the elements excepted.

(b) Negligence: Tenant shall be responsible to repair any damage arising from the negligence of Tenant or its agents, employees, or invitees.

(c) Interior of Building: The Tenant shall be responsible to perform daily janitorial services for the shared areas. Daily janitorial service shall include but not limited to emptying of any trash or waste receptacles; washing and putting away of soiled dishes; wiping with a general-purpose cleaner all shared surfaces such as counters, doorknobs, tables, telephones, and similar surfaces; the proper placement of dirty/soiled laundry into appropriate receptacles. See Exhibit B for full details of cleaning duties. Lessor shall be responsible for maintenance and repair of the Premises including roofing, air conditioning major plumbing and/or major structural repairs. Lessor shall not be responsible for interior theft or vandalism of the Premises.

(d) Compliance with Laws: Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county or municipal government which may in any way apply to the use, maintenance, or operation of Premises.

(e) Surrender of Premises: On termination of this Lease, Tenant will surrender the Premises to Lessor in as good a condition and repair as existed on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

6. Communications and Utilities. The Tenant shall be responsible for securing and paying for its communication services such as internet and cable.

7. Alterations and Mechanics' Liens.

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(a) Tenant shall not make nor permit any alterations or improvements to the Premises without the prior written consent of Lessor.

(b) All alterations and improvements made to the Premises shall become the property of the Lessor and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any renewal or extension of this Lease.

(c) Tenant's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Tenant and may be removed by Tenant. Any personal property, trade fixtures, or equipment not removed by Tenant within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Tenant shall repair any damage to the Premises caused by Tenant's removal of its personal property, trade fixtures, or equipment.

(d) Tenant shall keep the premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

8. Waste or Nuisance. Tenant shall not commit, nor permit others to commit, any waste upon the Premises. Tenant shall not maintain, commit, nor permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose.

9. Taxes and Assessments. Tenant shall pay, prior to delinquency, Tenant's possessory interest, Leasehold tax interest, and personal property taxes, which may arise out of Tenant's use of the Premises during the term of this Lease. On demand, Tenant shall provide to Lessor satisfactory evidence of payment of taxes. Lessor shall pay any real property taxes.

10. Possession. Tenant shall be entitled to possession of the Premises on the first day of the term of this Lease and shall yield possession to Lessor upon termination of this Lease.

11. Insurance. Without limiting Tenant's indemnification of Lessor, and prior to Tenant's operation and use of the Building, Tenant shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Tenant shall maintain limits no less than:

$1,000,000 General Liability (including operations, products and completed operations) per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property

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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 to provide that the Lessor and its officers, officials, employees, and agents shall be additional insureds under such policies.

$1,000,000 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 Tenant arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees, and agents shall be additional insureds under such policies.

$2,000,000 Umbrella Liability each occurrence.

Worker's Compensation as required by the State of California and $1,000,000 Employer's Liability per accident for bodily injury or disease. Tenant shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Tenant 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 Tenant's occupancy of the premises, its agents, representatives, or employees as specified in this Agreement.

Proof of Insurance

Tenant shall provide to the Lessor 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 Lessor prior to commencement of occupation. Current evidence of insurance shall always be kept on file with the Lessor during the term of this Agreement. Lessor 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 Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Tenant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Tenant hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non estoppel)

Tenant acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Tenant of non-compliance with any requirement imposes no additional obligations on the Lessor, 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 Tenant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Tenant.

Notice of Cancellation

Tenant agrees to oblige its insurance agent or broker and insurers to provide to the Lessor 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 Lessor. The Lessor 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 Lessor's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

Tenant 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.

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12. Entry and Inspection by Lessor. Lessor reserves the right to enter the Premises at any time and by whatever means necessary, including, but not limited to, the following situations: (i) in case of an emergency, (ii) to make necessary repairs, (iii) when Lessor reasonably believes that the Tenant has abandoned or surrendered the Premises, (iv) to inspect the Premises for Lease compliance, (v) pursuant to court order, and (vi) for necessary tests or surveying. When entering the Premises, Tenant shall use reasonable efforts to notify Tenant and to minimize disruption to Tenant's operations.

13. Acceptance by Tenant. Tenant accepts the Premises, as well as the improvements thereon in their present condition. Tenant agrees with, and represents to Lessor, that the Premises have been inspected by him and that Tenant has been assured by means independent of Lessor or Lessor's agents of the truth of all facts material to this Lease and that the Premises are being Leased by Tenant as a result of his inspection and investigation and not as a result of any representations made by Lessor or Lessor's agents.

14. Parties Not Liable. Lessor shall not be liable to Tenant, and Tenant hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, except injury or damage to Tenant resulting from the acts or omissions of Lessor or Lessor's authorized agents.

15. Indemnification and Hold Harmless. Throughout the term of this Lease, Tenant shall indemnify, hold harmless, and defend Lessor, its officers, employees, agents, and volunteers ("City indemnities"), 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 or in connection with Tenant's performance of its obligations under this Lease or out of the operations conducted by Tenant, except for such loss or damage arising from the sole negligence or willful misconduct of the Lessor. In the event City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from Tenant's performance of this agreement or operations, the Tenant shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

16. Rights Are Cumulative. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

17. Covenants Against Discrimination. Tenant agrees for itself, its heirs, executors, administrators, and assignees and all persons claiming under or through them as follows: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status, ancestry, age or any other unlawful classification in the use of the Premises."

18. Insolvency of Tenant. The insolvency of Tenant, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, the making of a general assignment by Tenant for the benefit of creditors, or an action taken or suffered by Tenant under any bankruptcy or insolvency act, shall terminate this Lease and entitle Lessor to re-enter and regain possession of the Premises. The levying of any writ of attachment or writ of execution against Tenant's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Tenant within thirty (30) days from the date of levy or execution, shall terminate this LEASE and entitle Lessor to re-enter and regain possession of the Premises.

19. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this LEASE 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 of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties hereto as follows:

Tenant: Pistoresi Ambulance Paramedics
113 N R Street
Madera, CA 93637

Lessor: City of Madera
Attn: City Manager
205 W. 4th Street
Madera, CA 93637

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

20. Integration. This instrument constitutes the sole and only agreement between Lessor and Tenant respecting the Premises, and correctly sets forth the obligations of Lessor and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this instrument are null and void.

21. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this LEASE is invalid or unenforceable, but that by limiting such provision it would become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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22. Law Governing. This Lease and the rights and duties (both procedural and substantive) of the parties hereunder shall be governed and interpreted exclusively by the provisions hereof and by the laws of the State of California and venue shall be in Madera County.

23. Effect on Heirs and Successors. This Lease and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Lease. Nothing contained in this paragraph shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Tenant except as may be provided in this Lease.

24. Time of Essence. Time is of the essence of this Lease and of each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this LEASE.

25. Attorneys' Fees. If any litigation is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either party in relation to the Premises or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

26. Amendment. This Lease may be amended only by the written agreement of the parties hereto duly executed by the party to be bound by the amendment.

27. Waiver. The waiver by Lessor of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Lease.

28. Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. Separate counterparts of this Lease may separately be executed by Tenant and Lessor, all with the same force and effect as though the same counterpart had been executed by both Tenant and Lessor.

29. Relationship of Parties. The relationship between Lessor and Tenant shall always and only be that of lessor and Tenant. Tenant shall never at any time during the term of the Lease become the agent of Lessor, and Lessor shall not be responsible for the act or omissions of Tenant or its agents.

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

CITY OF MADERA
a Municipal Corporation

By: _____
Santos García
Mayor

ATTEST:

By: _____
Alicia Gonzales
City Clerk

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy
City Attorney

PISTORESI AMBULANCE

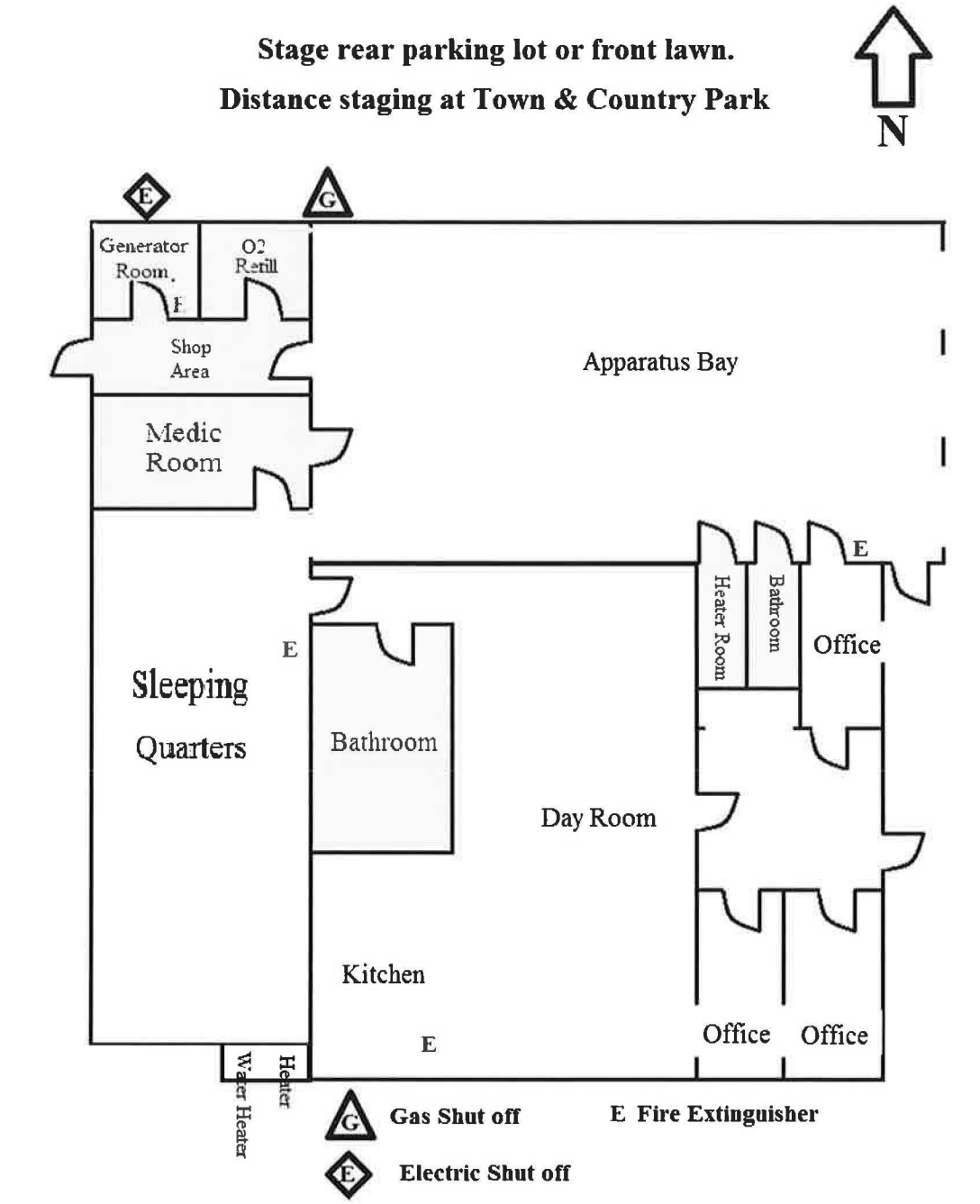
By: Ted Pistoresi
Ted Pistoresi
Owner/General Manager

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

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EXHIBIT "A"

Industrial Ave



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EXHIBT B

Madera City Fire Department
Medic 47
10 Day Maintenance Schedule

Day 1, 11, 21, 31 Clean outside restroom

Day 2, 12, 22 Pick up litter in parking lot

Day 3, 13, 23 Vacuum and mop room

Day 4, 14, 24 Clean O2 room

Day 5, 15, 25 Clean outside restroom

Day 6, 16, 26 Sweep workshop floor

Day 7, 17, 27 Vacuum and mop room

Day 8, 18, 28 Pick up litter in parking lot

Day 9, 19, 29 Clean outside restroom

Day 10, 20, 30 Make up Day

December 15, 2021

Madera City Council Meeting
Agenda Item E-1

Seek Direction Regarding the 2022 Regular City Council Meeting Schedule
(Report by Anthony Forestiere)

There is no written report for this item.