



Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, September 2, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 981 9035 8070 followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

ROLL CALL: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

INVOCATION: Pastor Dave Hawes, The Well

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 by Madera County Public Health Department)

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR:

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

B-1 Minutes – June 24, 2020, July 1, 2020

Recommendation: Approve the City Council Minutes of June 24, 2020 and July 1, 2020

B-2 Informational Report on Register of Audited Demands for August 8, 2020 to August 21, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity

Recommendation: No Action Required (Report by Wendy Silva)

B-4 Informational Report on Contract City Attorney Service and Litigation Expenditures

Recommendation: No Action Required (Report by Arnaldo Rodriguez)

B-5 School Resource Officer (SRO) Agreement with Madera Unified School District (MUSD)

Recommendation: Adopt a Minute Order Approving the SRO Agreement between the City and MUSD (Report by Dino Lawson)

B-6 Audit Services for Measure T Transportation Sales Tax Fund and Transportation Development Act Fund (TDA Funds)

Recommendation: Adopt a Resolution Approving First Amendment to Agreement for Professional Auditing Services with the Pun Group for Audit of Measure T Transportation Sales Tax Fund and TDA Funds (Report by Roger Sanchez)

B-7 Appointment of Andrew Albonico as a Member of the Transit Advisory Board

Recommendation: Adopt a Resolution Appointing Andrew Albonico as a Member of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

B-8 Adoption of New Conflict of Interest Code for the City of Madera

Recommendation: Approve a Resolution Adopting the Conflict of Interest Code for the City of Madera and Rescinding Resolution No. 18-153 (Report by Alicia Gonzales)

C. PUBLIC HEARINGS:

C-1 Measure T Annual Expenditure Plan for Fiscal Year 2020/21

Recommendation: Adopt a Resolution Approving the Expenditure Budget for the Various Funding Programs in the Measure T AEP for FY 2020/21 and Authorizing

Submission of Projects to Madera County Transportation Authority (MCTA) for Adoption (Report by Keith Helmuth)

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

D-1 Dedication of the Horseshoe Facility at Rotary Park to Harlen and Sharon Rippetoe

Recommendation: Adopt a Resolution Dedicating the Horseshoe Facility at Rotary Park to Harlen and Sharon Rippetoe in Recognition of their Volunteer Service and Contribution to Parks and Recreation in the City (Report by John Scarborough)

D-2 Project Cooperation Agreement between the City of Madera and Madera Irrigation District – Airport Basin

Recommendation: Adopt a Resolution Approving an Agreement between the City and MID for the Airport Basin (Report by Keith Helmuth)

D-3 Lease Agreement with MV Public Transportation, Inc. for the City of Madera Transit Center

Recommendation: Approve a Lease Agreement between City and MV Public Transportation for the City of Madera Transit Center for Operation of the Madera Metro (Report by Ivette Iraheta)

E. ADMINISTRATIVE REPORTS:

E-1 Designation of a Voting Delegate and Alternates for the League of California Cities 2020 Annual Conference

Recommendation: Designate a Voting Delegate and up to Two Alternates for the 2020 League of California Cities' Annual Business Meeting (Report by Arnoldo Rodriguez)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

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.

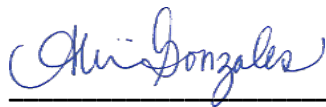
G. CLOSED SESSION: None

ADJOURNMENT: – Next regular meeting on September 16, 2020

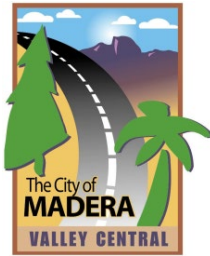
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.

- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for September 2, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 6:30p.m. on August 27, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	06/24/2020
Adopted:	09/02/2020

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY AND A SPECIAL MEETING OF MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

**June 24, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 988 5823 5613# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER – Meeting was called to order at 6:02 p.m.

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, Assistant City Attorney Roy Santos, City Engineer Keith Helmuth, Fire Division Chief Matt Watson, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, and Communications Specialist Joseph Carrello.

INVOCATION: Councilmember Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

LATE DISTRIBUTION ANNOUNCEMENT: City Clerk Alicia Gonzales

Pursuant to Government code Section 54957, members of the public are advised that less than 72 hours prior to this evening’s meeting, Item A-6 was distributed to the Council after the agenda packet was

finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER HOLLEY, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

PUBLIC COMMENT

Members of the public shall have an opportunity to address the City Council regarding matters on this Agenda. Speakers should limit their comments to three (3) minutes.

Mayor Medellin asked that City Clerk Alicia Gonzales read public comment for Item A-6 before moving into the Consent Calendar.

Madeline Harris of the Leadership Counsel for Justice and Accountability urged the City to not sign the comment letter.

No other comments were submitted.

A. CONSENT CALENDAR:

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

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, THE AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

A-1 Approving Certain Officers to Order the Deposit or Withdrawal of Monies in the Local Agency Investment Fund (LAIF) for the City of Madera as Successor Agency to the Former Redevelopment Agency (Report by Roger Sanchez)

Recommendation: Approve a Resolution Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF) and Stipulating Certain Officers Authorized to Order the Deposit or Withdrawal of Monies in LAIF

SA RES 20-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA APPROVING THE LIST OF AUTHORIZED SIGNERS FOR THE AGENCY'S ACCOUNT WITH THE LOCAL AGENCY INVESTMENT FUND (LAIF)

A-2 Amendment to the List of Authorized Signers for the Account of the City of Madera as Successor Agency to the Former Redevelopment Agency (Report by Roger Sanchez)

Recommendation: Approve a Resolution Approving the List of Authorized Signers for the Account and Directing that No Less than Two Authorized Signers Shall Approve Payments from the Agency's Account

SA RES 20-05 A RESOLUTION OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY (AGENCY) APPROVING THE LIST OF AUTHORIZED SIGNERS FOR THE ACCOUNT AND DIRECTING THAT NO LESS THAN TWO AUTHORIZED SIGNERS SHALL APPROVE PAYMENTS FROM THE AGENCY'S ACCOUNT

A-3 Waive Full Reading and Consider Adoption of an Ordinance Amending the Official City of Madera Zoning Map Rezoning Approximately 76.25 (APN: 012-480-005) Acres and Deleting the Public Facility Zoned District (Report by Gary Conte)

Recommendation: Waive Full Reading and Adopt an Ordinance Amending the Official City of Madera Zoning Map to Rezone an Approximately 76.25 Acre Property (APN: 012-480-005), Located at the Southwest Corner of the Intersection of West Pecan Avenue and Madera Avenue, from the PD-6000, PD-3000, PD-1500 (Planned Development), and the CN (Neighborhood Commercial) Zone Districts to the PC-6000, PD-3000, PD-1500 (Planned Development) and CN (Neighborhood Commercial) Zone Districts and Deleting the PF (Public Facility) Zoned District

ORD 973 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE AN APPROXIMATELY 76.25 ACRE PROPERTY (APN: 012-480-005), LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST PECAN AVENUE AND MADERA AVENUE, FROM THE PD-6000, PD-3000, PD-1500 (PLANNED DEVELOPMENT), PF (PUBLIC FACILITY) AND CN (NEIGHBORHOOD COMMERCIAL) ZONE DISTRICTS TO THE PD-6000, PD-3000, PD-1500 (PLANNED DEVELOPMENT) AND CN (NEIGHBORHOOD COMMERCIAL) ZONE DISTRICTS

A-4 Waive Full Reading and Consider Adoption of an Ordinance Amending the Official City of Madera Zoning Map Rezoning Approximately 1.8 Acres to Facilitate the Development of a 34-unit (Grove Gardens) Apartment Complex (Report by Gary Conte)

Recommendation: Waive Full Reading and Adopt an Ordinance Amending the Official City of Madera Zoning Map Rezoning Approximately 1.8 Acres of Land Located on the Southeast Corner of the Intersection of Maple Street and Noble Street to the PD-2000 (Planned Development) Zone District

ORD 974 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING APPROXIMATELY 1.8 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF MAPLE STREET AND NOBLE STREET TO THE PD-2000 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

A-5 Madera Subbasin Coordination Agreement as part of the Groundwater Sustainability Agency
(Report by Keith Helmuth)

Recommendation: Adopt a Resolution Approving Madera Subbasin Coordination Agreement

GSA RES 20-03 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING MADERA SUBBASIN COORDINATION AGREEMENT

A-6 Comment Letter to Caltrans Director Toks Omishakin regarding Senate Bill 743
Implementation (Report by Keith Helmuth)

Recommendation: Approve a Minute Order Authorizing Mayor to Sign City of Madera
Comment Letter to Caltrans Director Toks Omishakin regarding Senate Bill 743

Madeline Harris of the Leadership Counsel for Justice and Accountability urged the City to not
sign the comment letter.

B. WORKSHOP

B-1 Cannabis Workshop (Report by Arnaldo Rodriguez)

Recommendation: Discussion and Direction on Cannabis Business Activities within the City and
Potential Sales Tax Ballot Measure

Nicole Trujillo Rice the Political and Legislative Director for the United Food and Commercial
Workers Local 8-Golden State union asked that the City include strong labor standards within
the future ordinance.

David McPherson of HdL Companies presented the Cannabis Workshop.

ADJOURNMENT – The meeting was adjourned at 7:53 p.m. Next regular meeting July 1, 2020.

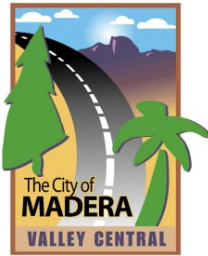
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



Item:	B-1
Minutes for:	07/01/2020
Adopted:	09/02/2020

**MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL AND SPECIAL MEETING
OF THE MADERA CITY COUNCIL AS SUCCESSOR AGENCY TO THE FORMER
REDEVELOPMENT AGENCY**

**July 1, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor’s Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City’s website. Members of the public were able to participate in the meeting remotely through an electronic meeting in the following ways; via phone by dialing (669) 900-6833 enter ID: 919 2087 7128# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Santos Garcia, District 5
Councilmember Cece Gallegos, District 1
Councilmember Jose Rodriguez, District 2
Councilmember Steve Montes, District 3
Councilmember Derek O. Robinson Sr., District 4
Councilmember Donald E. Holley, District 6

Absent: None

Others present were City Manager Arnolando Rodriguez, City Attorney Hilda Cantu Montoy, City Clerk Alicia Gonzales, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Finance Director Roger Sanchez, Fire Division Battalion Chief Anthony Garcia, Grant Administrator Ivette Iraheta, HR Director Wendy Silva, Information Services Manager Mark Souders, Parks & Community Services Director John Scarborough, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Works Director Dan Foss.

INVOCATION: Councilmember Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

LATE DISTRIBUTION ANNOUNCEMENT: City Clerk Alicia Gonzales

Pursuant to Government Code Section 54957, members of the public are advised that less than 72 hours prior to this evening’s meeting, Item D-4 was distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

APPROVAL OF AGENDA

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AMENDED AGENDA WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

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.

No public comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

The Department of Public Health Update was continued to the second presentation as Ms. Sara Bosse experienced technical issues. Mayor Medellin moved onto the Proclamation as the first presentation item.

1. Department of Public Health Update on COVID-19 (Report by Sara Bosse Madera County Public Health Department Director)
2. Proclamation Recognizing and Expressing Appreciation to Director General Joseph Ma and his Contribution to the Sister City Program with Yi-Lan, Taiwan

INTRODUCTIONS: None

A. WORKSHOP: None

B. CONSENT CALENDAR

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

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER ROBINSON, THE CONSENT CALENDAR WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – May 21, 2020

Recommendation: Approve the City Council Minutes of May 21, 2020

B-2 Informational Report on Register of Audited Demands for June 6, 2020 to June 19, 2020

Recommendation: No Action Required

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

Recommendation: No Action Required

B-4 Agreement for Continued Participation in Public Sector Employment Law Training Consortium (Report by Wendy Silva)

Recommendation: Adopt a Minute Order Approving the Agreement for Special Services with Liebert Cassidy Whitmore for Continued Participation in the Central Valley Employment Relations Consortium (CVERC)

B-5 Appropriations Limit (Gann Limit) for Fiscal Year 2020/2021 (Report by Roger Sanchez)

Recommendation: Adopt a Resolution Establishing Appropriations Limit for Fiscal Year 2020/2021 in the amount of \$46,306,201

RES 20-94 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2020/2021 FISCAL YEAR

C. PUBLIC HEARINGS: None

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

D-1 Annual Lease Rates for Non-Commercial Aeronautical Land Areas at the Madera Municipal Airport (Report by Daniel Foss)

Recommendation: Adopt a Resolution Approving an Increase in Rent Cost for Non-Commercial Aeronautical Land Lease Base Rates at the Madera Municipal Airport from \$0.26 per square foot per year to \$0.32

ON MOTION BY MAYOR PRO TEM GARCIA AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN INCREASE OF RENT COST FOR NONCOMMERCIAL AERONAUTICAL LAND AREAS AT THE MADERA MUNICIPAL AIRPORT TO \$0.32 PER SQUARE FOOT.

D-2 Landscape and Lighting Assessment District Zones of Benefit: Engineer's Report and Intention to Levy and Collect Annual Assessment for City Wide Landscape and Lighting Assessment District Zones of Benefit for Fiscal Year 2020/2021 (Report by Daniel Foss)

Recommendation: 1) Adopt a Minute Order Approving Engineer's Report for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27,

27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for F/Y 2020/21; and

2) Adopt a Resolution of Intention to Levy and Collect Annual Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 for FY 2020/21 and Setting Date for Public Hearing (Report by Keith Helmuth)

ON MOTION BY COUNCILMEMBER MONTES AND SECONDED BY COUNCILMEMBER GALLEGOS, ITEM D-2(1) AND D-2(2) WERE APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-96 A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 FOR FISCAL YEAR (FY) 2020/21 AND SETTING DATE FOR PUBLIC HEARING

D-3 Sale of a Manufactured Unit at 1218 E. Cleveland Avenue., Space #4 (Report by Ivette Iraheta)

Recommendation: Approve a Minute Order Accepting a \$25,000 Cash Offer, which was Determined to be at Fair Market Value, for the Manufactured Home and Authorize Staff to Execute Necessary Documents to Transfer Title

ON MOTION BY COUNCILMEMBER HOLLEY AND SECONDED BY COUNCILMEMBER RODRIGUEZ, ITEM D-3 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

D-4 San Joaquin Valley Air Pollution Control District Public Benefits Program Grant for the Downtown Madera Veterans and Family Project (\$539,151), use of Grant Funds for Loan Agreement with Downtown Madera Housing Associates to be used for Affordable Housing Project, and Related Loan Documents (Report by Ivette Iraheta)

Recommendation: 1) Adopt a Resolution Approving Public Benefits Program Grant Agreement between San Joaquin Valley Air Pollution Control District (SJVAPCDP) and the City of Madera; and

2) Adopt a Resolution Approving a Loan Agreement between the City and the Downtown Madera Housing Associates, a California Limited Partnership, and Related Loan Documents for the Downtown Madera Housing Associates to use on the City's Veterans Housing

City Attorney Hilda Cantu Montoy stated Council received this as a late distribution and it is lengthy. There are lots of documents; lots of legalese and multiple exhibits. Staff found out very late today, that while putting everything together that some of the exhibits were mis-marked. They are all there, except for the legal description which they now have. The exhibits were not marked as they should be. Ms. Cantu Montoy stated she wanted to make a couple of corrections on the record, so that if Council was inclined to proceed with approval of the loan agreement resolution that this is on the record and that Council make a motion with this recommendation.

Ms. Cantu Montoy stated that the second resolution approves the Loan Agreement. If they decide to approve it, then Section 2 of the resolution should be amended to say: The Council approves the Loan Agreement with Downtown Madera Housing Associates as set forth in Exhibit 2-A and related Exhibit 2B (the Deed of Trust and Security Agreement) and Exhibit 2C (Loan Promissory Note) which are all attached hereto and incorporated by reference.

Ms. Cantu Montoy also asked that Council authorize staff to go through all the exhibits and mark them correctly.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER MONTES, ITEM D-4(1) WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER ROBINSON, ITEM D-4(2) AS AMENDED PER THE CITY ATTORNEY'S RECOMMENDATION WAS APPROVED UNANIMOUSLY BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCILMEMBERS GARCIA, GALLEGOS, RODRIGUEZ, MONTES, ROBINSON, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES 20-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING APPROVAL OF PUBLIC BENEFITS GRANT PROGRAM FUNDING AGREEMENT BETWEEN SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT AND CITY OF MADERA

RES 20-98 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING LOAN AGREEMENT BETWEEN CITY OF MADERA AND THE DOWNTOWN MADERA HOUSING ASSOCIATES AND RELATED DOCUMENTS FOR USE ON THE CITY'S VETERANS AND FAMILY HOUSING PROJECT

E. ADMINISTRATIVE REPORTS

E-1 Health of City Finances

Recommendation: Financial Analysis of Major Funds (Report by Roger Sanchez)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

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.

Councilmember Robinson had nothing to report.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia stated the mask donation yesterday with Director General Joseph Ma and staff was fine. He also stated Council should make a video on why they wear masks. He stated that all his family wears masks.

Councilmember Holley stated he would like staff to bring back an item on the sidewalk on I Street and an item on finishing the curb at Rotary Park.

Councilmember Rodriguez had nothing to report.

Councilmember Montes thanked staff for coordinating the donation of masks from the Sister City Program with Yi-Lan, Taiwan as it was done within a short timeframe.

Mayor Medellin agreed with Councilmember Montes. He stated that although Ms. Bosse Madera County Public Health Department Director stated the City was doing their part when it came to the COVID-19 pandemic, he believes they can do better. He asked that everyone wear masks when out in public and to practice the six feet social distancing.

Mayor Medellin recognized Grants Administrator Ivette Iraheta, Councilmember Rodriguez and Chamber of Commerce President/CEO Debi Bray for their coordination and participation in the virtual ribbon cutting of the new Transit Center. The event was on the Channel 30 news.

G. CLOSED SESSION

**G-1 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8
Property: 7 Parcels City of Madera APNs: 008-143-003, 008-143-021, 008-143-020, 008-143-019, 008-143- 018, 008-143-001, 007-142-001**

Agency Negotiator(s): Arnoldo Rodriguez
Negotiating Party: Rick Amerine
Under Negotiations: Price and Terms

G-2 Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code Section 54956.9

1. Ronald Austin v. City of Madera, Madera County Superior Court
2. JHS Family Limited Partnership v. City Administrator of the City of Madera, Madera County Superior Court

G-3 Conference with Legal Counsel – Anticipated Litigation: Initiation of Litigation – Pursuant to Government Code Section 54956.9(c)

1. City of Madera v. Ajmer Singh, Kamaljit Kaur, and First Transit, Inc.

G-4 Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6

Agency Designated Representative: Mayor Medellin

Unrepresented Employee: City Manager

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 8:33 p.m.

Council returned from closed session at 10:17 p.m. with all Councilmembers present.

City Attorney Hilda Cantu Montoy stated there was one reportable action. There was a unanimous Council decision to file a complaint against Kamaljit Kaur, Ajmer Singh, and First Transit, Inc. for damages incurred by the City of Madera as a result of a motor vehicle accident that occurred on August 24, 2018.

ADJOURNMENT – The meeting was adjourned at 10:18 p.m. Next regular meeting July 15, 2020.

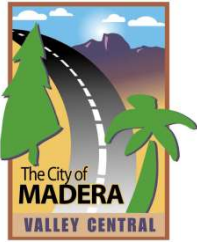
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for August 8, 2020 to August 21, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of August 8, 2020 to August 21, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27397 - 27520	\$1,945,246.25

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$1,135,047.45
<i>SDI</i>	EDD	\$4,034.14
<i>CalPERS Payment</i>	CalPERS	\$127,880.98

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets 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 2019/2020 and 2020/2021 budgets.

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
September 2, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27397	08/11/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 232.95
27398	08/12/2020	FINANCE	AIRPORT OPS	AT&T	07/20 CALNET 3 SERVICE 9391026409	\$ 22.32
27398	08/12/2020	FINANCE	CENTRAL ADMIN	AT&T	07/20 CALNET 3 SVS 9391026406	\$ 20.26
27398	08/12/2020	FINANCE	FINANCE	AT&T	07/20 CALNET 3 SVS 9391026406	\$ 20.27
27398	08/12/2020	FINANCE	HR/ RISK MGT	AT&T	07/20 CALNET 3 SVS 9391026406	\$ 21.89
27398	08/12/2020	FINANCE	PARKS	AT&T	07/20 CALNET 3 SVS 9391026412	\$ 160.93
27398	08/12/2020	FINANCE	PARKS ADMIN	AT&T	07/20 CALNET 3 SVS 9391031580	\$ 170.21
27398	08/12/2020	FINANCE	PD ADMIN	AT&T	07/20 CALNET 3 SVS 9391026414	\$ 217.37
27398	08/12/2020	FINANCE	SEWER OPS	AT&T	07/20 CALNET 3 SVS 9391026410	\$ 42.14
27398	08/12/2020	FINANCE	SR CITIZEN	AT&T	07/20 SERVICE 9391026415	\$ 59.64
27398	08/12/2020	FINANCE	WWTP	AT&T	07/20 CALNET 3 SVS 9391026417	\$ 32.32
27398	08/12/2020	FINANCE	WWTP	AT&T	07/20 CALNET 3 SVS 9391026405	\$ 21.25
27399	08/12/2020	ENGINEERING	MEAS K - FIRE	BROTHERS OF INDUSTRY, INC.	RECLAIMED OAK TABLE	\$ 5,250.13
27400	08/12/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 1,568.00
27400	08/12/2020	WATER	WATER QC	BSK ASSOCIATES	WATER SAMPLES	\$ 900.00
27401	08/12/2020	PD	MEAS K - PD	BUSHEY, SHAWN	PER DEIM SLI CLASS 448 SESSION 4	\$ 231.00
27402	08/12/2020	PARKS	COMM & REC	CALIFORNIA CLIMATE CONTROL, INC.	REPAIRED AC UNIT	\$ 90.00
27403	08/12/2020	FACILITIES	FACILITIES MAINT	CA DEPT OF TRANSPORTATION	SIGNALS & LIGHTING APRIL -JUNE 2020	\$ 7,909.91
27404	08/12/2020	FLEET	MAX - CAPITAL	CREATIVE BUS SALES, INC.	2020 EL DORADO AERO ELITE	\$ 331,840.24
27404	08/12/2020	FLEET	LTF - TRANSIT	CREATIVE BUS SALES, INC.	2020 EL DORADO AERO ELITE	\$ 81,224.24
27405	08/12/2020	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	JULY 2020 BILLING	\$ 2,094.51
27405	08/12/2020	UB - WATER	UB - SEWER	DATAPROSE, LLC	JULY 2020 BILLING	\$ 2,094.51
27405	08/12/2020	UB - WATER	UB - WATER	DATAPROSE, LLC	JULY 2020 BILLING	\$ 4,189.03
27406	08/12/2020	WATER	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,008.00
27407	08/12/2020	GRANTS	INTERMODAL	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 80.00
27407	08/12/2020	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM MONITORING	\$ 36.00
27408	08/12/2020	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT CN-000497	\$ 661,152.97
27409	08/12/2020	PD	PD ADMIN	EVERBRIDGE, INC.	NIXLE ENGAGE	\$ 3,978.67
27410	08/12/2020	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING INC.	JULY POWER SWEEPING	\$ 284.50
27410	08/12/2020	GRANTS	PARKING OPS	GUARDIAN WESTERN SWEEPING INC.	JULY POWER SWEEPING	\$ 284.50
27411	08/12/2020	GRANTS	CDBG PUBLIC	HABITAT FOR HUMANITY FRESNO INC.	4TH QTR FY 19/20 REIMBURSEMENT	\$ 26,764.25
27412	08/12/2020	PW ADMIN	STREETS	HICKMAN, JAMIE	DOT COMMERCIAL LICENSE RENEWAL FEE	\$ 49.11
27413	08/12/2020	HR	INS/RISK MGT	HUB INTERNATIONAL INSURANCE	BROKER FEES	\$ 1,309.09
27413	08/12/2020	HR	PAYROLL TRUST	HUB INTERNATIONAL INSURANCE	BROKER FEES	\$ 17,018.15

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27414	08/12/2020	PW ADMIN	FACILITIES MAINT	JAM SERVICES INC	TRAFFIC SIGNAL PARTS	\$ 2,704.09
27415	08/12/2020	PARKS	AQUATICS	CHARLES LUECKER, AUTHORIZED SIGNER	CHLORINE FOR POOL	\$ 1,609.80
27416	08/12/2020	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE AUGUST	\$ 8,372.34
27417	08/12/2020	GRANTS	COMM PROMO	MADERA COUNTY E D C	REIMBMT FOR 4TH QTR SALARIES/EXPENSES	\$ 855.52
27418	08/12/2020	WATER	WATER OPS	MADERA PUMPS, INC.	PUMP TEST	\$ 600.00
27419	08/12/2020	GRANTS	CDBG PUBLIC	MADERA RESCUE MISSION, INC.	4TH QTR REIMBURSEMENT	\$ 6,740.47
27420	08/12/2020	PLANNING	PLANNING	MADERA TRIBUNE	NOTICE OF PUBLIC HEARING -PLANNING	\$ 221.00
27421	08/12/2020	FLEET	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	JULY CNG FUEL USAGE	\$ 9.89
27421	08/12/2020	FLEET	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	JULY CNG FUEL USAGE	\$ 19.77
27421	08/12/2020	FLEET	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	JULY CNG FUEL USAGE	\$ 20.67
27421	08/12/2020	FLEET	PARKS	MADERA UNIFIED SCHOOL DISTRICT	JULY CNG FUEL USAGE	\$ 129.66
27421	08/12/2020	FLEET	STREETS	MADERA UNIFIED SCHOOL DISTRICT	JULY CNG FUEL USAGE	\$ 24.16
27422	08/12/2020	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	JUNE 2020 TRANSIT OPERATOR SERVICES	\$ 60,422.66
27422	08/12/2020	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	JUNE 2020 TRANSIT OPERATOR SERVICES	\$ 27,425.09
27423	08/12/2020	PARKS	CDBG PUBLIC	O'DELL ENGINEERING, INC.	DESIGN SERVICES FOR ADA IMPROVEMENTS	\$ 2,075.00
27424	08/12/2020	SEWER	SEWER OPS	OVERHEAD DOOR CO. OF FRESNO, LLP	DOOR REPAIR	\$ 381.25
27425	08/12/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,725.65
27425	08/12/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 7.84
27425	08/12/2020	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,941.00
27425	08/12/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 7,513.50
27425	08/12/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 76.81
27425	08/12/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 4,814.92
27425	08/12/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 2,170.95
27425	08/12/2020	FINANCE	DRAINAGE FLOOD	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 3,351.32
27425	08/12/2020	FINANCE	DRAINAGE FLOOD	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 204.05
27425	08/12/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 26,845.95
27425	08/12/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,103.01
27425	08/12/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 3,128.48
27425	08/12/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 57.48
27425	08/12/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,603.30
27425	08/12/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 170.33
27425	08/12/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 184.92
27425	08/12/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 2,123.78
27425	08/12/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 680.51
27425	08/12/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 38,202.46
27425	08/12/2020	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 1,427.84
27425	08/12/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 2,863.14

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27425	08/12/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 23.52
27425	08/12/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 1,084.38
27425	08/12/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 7.30
27425	08/12/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 43.81
27425	08/12/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 8.88
27425	08/12/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 144,956.04
27425	08/12/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 29,131.12
27425	08/12/2020	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 149.77
27425	08/12/2020	FINANCE	ZONE 34B ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 9.53
27425	08/12/2020	FINANCE	ZONE 24 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.30
27425	08/12/2020	FINANCE	ZONE 24 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 52.17
27425	08/12/2020	FINANCE	ZONE 26 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 9.53
27425	08/12/2020	FINANCE	ZONE 31A ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 28.95
27425	08/12/2020	FINANCE	ZONE 31A ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 9920095153-3	\$ 19.06
27425	08/12/2020	FINANCE	ZONE 20B ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 9.53
27425	08/12/2020	FINANCE	ZONE 27B ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.32
27425	08/12/2020	FINANCE	ZONE 2 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 50.84
27425	08/12/2020	FINANCE	ZONE 3 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 39.71
27425	08/12/2020	FINANCE	ZONE 31B ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 28.95
27425	08/12/2020	FINANCE	ZONE 4 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.59
27425	08/12/2020	FINANCE	ZONE 6A ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 61.70
27425	08/12/2020	FINANCE	ZONE 29C ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 10.47
27425	08/12/2020	FINANCE	ZONE 8 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 63.14
27425	08/12/2020	FINANCE	ZONE 16 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 21.43
27425	08/12/2020	FINANCE	ZONE 13 ACTS	PACIFIC GAS & ELECTRIC	06/20 SERVICES 3533032414	\$ 117.48
27426	08/12/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 50.00
27426	08/12/2020	PARKS	PARKS	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 170.00
27426	08/12/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 25.00
27427	08/12/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 50.00
27427	08/12/2020	PARKS	PARKS	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 115.00
27427	08/12/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 25.00
27428	08/12/2020	PARKS	COMM & REC	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 240.00
27428	08/12/2020	PARKS	GENERAL TRUST	OTP- PARKS REFUNDS	SPORTS CANCELLATION DUE TO COVID	\$ 100.00
27429	08/12/2020	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	JUNE CITATIONS	\$ 282.75
27430	08/12/2020	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	\$ 10,083.49
27431	08/12/2020	WATER	WATER OPS	R & L GIBBS CONSTRUCTION, INC.	ALMOND/STADIUM VALVE REPAIR	\$ 7,386.00
27432	08/12/2020	WATER	WATER QC	SWRCB	GRADE D4 RENEWAL	\$ 105.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27433	08/12/2020	ENGINEERING	ENGINEERING	STRATEGIC INSIGHTS, INC.	CIP SOFTWARE RENEWAL	\$ 1,125.00
27434	08/12/2020	PARKS	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 70.00
27434	08/12/2020	PARKS	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 90.00
27434	08/12/2020	PARKS	COMM & REC	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 800.00
27434	08/12/2020	PARKS	ENGINEERING	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27434	08/12/2020	PARKS	FIRE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 140.00
27434	08/12/2020	PARKS	INTERMODAL	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 110.00
27434	08/12/2020	PARKS	PD ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 80.00
27434	08/12/2020	PARKS	SEWER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27434	08/12/2020	PARKS	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27434	08/12/2020	PARKS	WATER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 25.00
27434	08/12/2020	PARKS	WATER QC	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 25.00
27434	08/12/2020	PARKS	WWTP	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 90.00
27435	08/12/2020	PW ADMIN	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 83.98
27435	08/12/2020	PW ADMIN	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 122.45
27435	08/12/2020	PW ADMIN	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 106.28
27435	08/12/2020	PW ADMIN	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 141.66
27435	08/12/2020	PW ADMIN	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 148.32
27435	08/12/2020	PW ADMIN	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 275.47
27435	08/12/2020	PW ADMIN	MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 77.12
27435	08/12/2020	PW ADMIN	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 276.11
27435	08/12/2020	PW ADMIN	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 1,211.63
27435	08/12/2020	PW ADMIN	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 2,703.76
27435	08/12/2020	PW ADMIN	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 652.86
27435	08/12/2020	PW ADMIN	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 210.14
27435	08/12/2020	PW ADMIN	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 645.37
27435	08/12/2020	PW ADMIN	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 1,453.79
27435	08/12/2020	PW ADMIN	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 1,322.74
27435	08/12/2020	PW ADMIN	UB - GARBAGE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 25.92
27435	08/12/2020	PW ADMIN	UB - SEWER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 25.92
27435	08/12/2020	PW ADMIN	UB - WATER	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 51.84
27435	08/12/2020	PW ADMIN	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 638.35
27435	08/12/2020	PW ADMIN	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 60.98
27435	08/12/2020	PW ADMIN	WWTP	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 7/21/2020-7/31/2020	\$ 55.27
27435	08/12/2020	WWTP	WWTP	TESEI PETROLEUM INC.	FUEL FOR EQUIPMENT	\$ 646.50
27436	08/12/2020	PARKS	COMM & REC	THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE	\$ 276.22
27437	08/12/2020	IS	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	SUPPORT & UPDATE LICENSING	\$ 79,464.38

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27438	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 131.61
27439	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 8.08
27440	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 155.65
27441	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 159.76
27442	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 134.58
27443	08/12/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 3.35
27444	08/12/2020	ENGINEERING	LTF - PARKS	UNION PACIFIC RAILROAD CO.	PROFESSIONAL SERVICES- PLAN REVIEW	\$ 73.25
27445	08/12/2020	PARKS	PARKS	VILLA GARDENING SERVICE INC	JULY LAWN SERVICE - ACCORNERO PARK	\$ 310.00
27446	08/12/2020	PARKS	PARKS	WEST COAST ARBORISTS, INC.	TREE TRIMMING	\$ 22,800.00
27447	08/12/2020	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	SUGAR PINE VILLAGE PLAN CHECK	\$ 2,565.00
27449	08/17/2020	GRANTS	CALHOME	MEADOWS MOBILE HOME PARK	LEGAL FEES-CALHOME PROJECT	\$ 1,958.88
27450	08/17/2020	GRANTS	CALHOME	MEADOWS MOBILE HOME PARK	RENT AND STORAGE FEES - CALHOME PROJECT	\$ 6,076.68
27451	08/17/2020	UB - WATER	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27452	08/17/2020	UB - WATER	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27453	08/17/2020	PD	SUPP LAW ENF	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS JUNE 2020	\$ 595.00
27454	08/17/2020	PD	PD ADMIN	STATE OF CALIFORNIA	CLETS BILLING 3RD QTR APR-JUNE 2020	\$ 1,876.98
27455	08/17/2020	PD	PD ADMIN	STATE OF CALIFORNIA	FINGERPRINTING - JUNE 2020	\$ 160.00
27456	08/17/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP	\$ 1,201.71
27457	08/17/2020	FINANCE	AQUATICS	AT&T	07/20 CALNET 3 SERVICE 9391026397	\$ 20.33
27457	08/17/2020	FINANCE	CITY ATTORNEY	AT&T	07/20 CALNET 3 SERVICE 9391026388	\$ 57.47
27457	08/17/2020	FINANCE	CITY CLERK	AT&T	07/20 CALNET 3 SERVICE 9391031559	\$ 164.68
27457	08/17/2020	FINANCE	CITY CLERK	AT&T	07/20 CALNET 3 SERVICE 9391026402	\$ 22.06
27457	08/17/2020	FINANCE	CITY CLERK	AT&T	07/20 CALNET 3 SERVICE 9391026390	\$ 560.32
27457	08/17/2020	FINANCE	CITY CLERK	AT&T	07/20 CALNET 3 SERVICE 9391031577	\$ 237.34
27457	08/17/2020	FINANCE	CODE ENF	AT&T	07/20 CALNET 3 SERVICE 9391026413	\$ 43.33
27457	08/17/2020	FINANCE	COMM & REC	AT&T	07/20 CALNET 3 SERVICE 9391026391	\$ 201.99
27457	08/17/2020	FINANCE	FACILITIES MAINT	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27457	08/17/2020	FINANCE	FLEET MAINT	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 9.68
27457	08/17/2020	FINANCE	STREETS	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 24.22
27457	08/17/2020	FINANCE	SEWER OPS	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 16.95
27457	08/17/2020	FINANCE	SOLID WASTE	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 19.42
27457	08/17/2020	FINANCE	SR CITIZEN	AT&T	07/20 CALNET 3 SERVICE 9391026389	\$ 21.98
27457	08/17/2020	FINANCE	UB - GARBAGE	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 4.84
27457	08/17/2020	FINANCE	UB - SEWER	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 4.84
27457	08/17/2020	FINANCE	UB - WATER	AT&T	07/20 CALNET 3 SERVICE 9391026392	\$ 22.33
27457	08/17/2020	FINANCE	UB - WATER	AT&T	07/20 CALNET 3 SERVICE 9391026393	\$ 42.32
27457	08/17/2020	FINANCE	UB - WATER	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 9.70

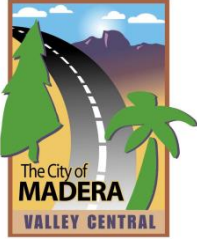
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27457	08/17/2020	FINANCE	WATER OPS	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 21.79
27457	08/17/2020	FINANCE	WATER QC	AT&T	07/20 CALNET 3 SERVICE 9391026407	\$ 22.06
27457	08/17/2020	FINANCE	WATER QC	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 9.68
27457	08/17/2020	FINANCE	WWTP	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27457	08/17/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391031579	\$ 235.44
27457	08/17/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391026411	\$ 170.57
27457	08/17/2020	FINANCE	MEAS K - PD	AT&T	07/20 CALNET 3 SERVICE 9391031561	\$ 164.68
27457	08/17/2020	FINANCE	PURCHASING	AT&T	07/20 CALNET 3 SERVICE 9391026394	\$ 306.22
27457	08/17/2020	FINANCE	PURCHASING	AT&T	07/20 CALNET 3 SERVICE 9391031564	\$ 14.52
27457	08/17/2020	PD ADMIN	PD ADMIN	AT&T	07/20 CALNET 3 SERVICE 9391031578	\$ 172.62
27457	08/17/2020	PD ADMIN	PD ADMIN	AT&T	07/20 CALNET 3 SERVICE 9391031566	\$ 164.68
27457	08/17/2020	PD ADMIN	PD ADMIN	AT&T	07/20 CALNET 3 SERVICE 9391064552	\$ 299.15
27458	08/17/2020	GRANTS	CDBG PUBLIC	BIG BROTHERS BIG SISTERS	4TH QTR FY 19/20 REIMBURSEMENT	\$ 257.42
27459	08/17/2020	HR	CITY MANAGER	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL SEPT 2020	\$ 118.40
27460	08/17/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
27461	08/17/2020	PD	PD ADMIN	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PHYSICAL	\$ 450.00
27462	08/17/2020	PD	PD ADMIN	CV FORENSIC NURSING SPECIALISTS	EXAM	\$ 1,000.00
27463	08/17/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	\$ 70.45
27464	08/17/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS CO	EMPLOYEE LIFE INSURANCE	\$ 1,030.39
27465	08/17/2020	PD	PD ADMIN	COOK'S COMMUNICATIONS	REPLACED ZETRON SERVER #4	\$ 110.00
27466	08/17/2020	UB - WATER	UB - GARBAGE	CORELOGIC INFORMATION SOLUTIONS	METROSCAN JULY 2020	\$ 37.50
27466	08/17/2020	UB - WATER	UB - SEWER	CORELOGIC INFORMATION SOLUTIONS	METROSCAN JULY 2020	\$ 37.50
27466	08/17/2020	UB - WATER	UB - WATER	CORELOGIC INFORMATION SOLUTIONS	METROSCAN JULY 2020	\$ 75.00
27467	08/17/2020	PD	PD ADMIN	DEPARTMENT OF MOTOR VEHICLES	CALIFORNIA VEHICLE CODE BOOK	\$ 131.26
27468	08/17/2020	PARKS	PARKING OPS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE JULY	\$ 455.00
27468	08/17/2020	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE JULY	\$ 5,390.00
27468	08/17/2020	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE JULY	\$ 11,215.00
27469	08/17/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS AUG 1-15, 2020	\$ 12,750.00
27470	08/17/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.84
27471	08/17/2020	FIRE	FIRE	HI-TECH EMERGENCY VEHICLE SERVICE	REPAIR ENGINE 256 RADIATOR	\$ 6,421.39
27472	08/17/2020	PD ADMIN	PD ADMIN	J'S COMMUNICATIONS	OVER-MOLDED THUMB SCREW APX MIC	\$ 22.95
27473	08/17/2020	GRANTS	HOME PROG	JSA INSPECTIONS	LEAD PAINT INSPECTION	\$ 550.00
27474	08/17/2020	PD ADMIN	PD ADMIN	LYNN PEAVEY COMPANY	SUPPLIES	\$ 363.16
27475	08/17/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 259.08
27476	08/17/2020	PD	PD ADMIN	MADERA TRIBUNE	JOB RECRUITMENT -PUBLIC SAFETY DISPATCHER	\$ 68.40
27477	08/17/2020	GRANTS	TRANS - FIXED	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JULY 2020	\$ 54.93
27477	08/17/2020	GRANTS	TRANS - DAR	MADERA UNIFIED SCHOOL DISTRICT	FUEL USAGE - JULY 2020	\$ 54.94

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27478	08/17/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 8,131.94
27479	08/17/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBUTIONS	\$ 1,067.26
27480	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 870.00
27481	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,440.00
27482	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 684.00
27483	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27484	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,620.00
27485	08/17/2020	WATER OPS	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27486	08/17/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 1598348280-1	\$ 47.33
27486	08/17/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	07/20 SERVICE 5225647713-5	\$ 15.28
27486	08/17/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	07/20 SERVICE 1715785853-5	\$ 1,654.20
27487	08/17/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 2.50
27487	08/17/2020	PARKS	SPORTS PROG	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 55.00
27488	08/17/2020	PARKS	PARKS ADMIN	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 2.50
27488	08/17/2020	PARKS	SPORTS PROG	OTP- PARKS REFUNDS	SPORTS CANCELLATION REFUND - DUE TO COVID	\$ 55.00
27489	08/17/2020	PD	PD ADMIN	PECK'S PRINTERY	ENVELOPES	\$ 380.23
27490	08/17/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICES	\$ 130.00
27491	08/17/2020	PARKS	FINANCE	SHRED-IT USA-FRESNO	SHREDDING SERVICES - PARKS	\$ 112.88
27492	08/17/2020	PD	PD ADMIN	SPEAKWRITE LLC	INTERPRETATION SERVICES	\$ 43.88
27493	08/17/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27494	08/17/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL - FIRE DEPT	\$ 758.26
27494	08/17/2020	PW ADMIN	ANIMAL CONTROL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 149.76
27494	08/17/2020	PW ADMIN	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 23.82
27494	08/17/2020	PW ADMIN	DRAINAGE FLOOD	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 57.03
27494	08/17/2020	PW ADMIN	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 80.21
27494	08/17/2020	PW ADMIN	FLEET MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 144.82
27494	08/17/2020	PW ADMIN	MOTOR POOL	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 7.84
27494	08/17/2020	PW ADMIN	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 1,116.11
27494	08/17/2020	PW ADMIN	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 2,099.08
27494	08/17/2020	PW ADMIN	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 382.11
27494	08/17/2020	PW ADMIN	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 397.93
27494	08/17/2020	PW ADMIN	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 489.23
27494	08/17/2020	PW ADMIN	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 1,146.42
27494	08/17/2020	PW ADMIN	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 1,043.07
27494	08/17/2020	PW ADMIN	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 559.99
27494	08/17/2020	PW ADMIN	WATER QC	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 08/01/2020-08/10/2020	\$ 28.21
27495	08/17/2020	PD ADMIN	PD ADMIN	TRANSUNION RISK & ALT DATA SOL.	DATABASE ACCESS JULY 2020	\$ 238.30

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27496	08/17/2020	ENGINEERING	ACTIVE TRANS	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 75,426.88
27496	08/17/2020	ENGINEERING	FAU - PARKS & PED	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 59,463.28
27496	08/17/2020	ENGINEERING	MEAS T - ENVIRO	TRUXELL & VALENTINO	CONSTRUCTION OF THE FRESNO RIVER TRAIL	\$ 17,579.79
27497	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 92.56
27498	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 104.92
27499	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 111.82
27500	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 22.28
27501	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 88.53
27502	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 56.52
27503	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 141.65
27504	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 104.44
27505	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 123.35
27506	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 172.95
27507	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 127.42
27508	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 23.52
27509	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 113.20
27510	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 127.82
27511	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 87.32
27512	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 162.46
27513	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 52.33
27514	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 244.45
27515	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 84.30
27516	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 174.57
27517	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 16.31
27518	08/17/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 110.68
27519	08/17/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EMPLOYEE LIFE INSURANCE	\$ 24,827.62
27520	08/17/2020	PD ADMIN	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	\$ 55.25

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 1,945,246.25



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

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 an informational update on employment matters, including new hires, transfers, and terminations.

DISCUSSION:

The Civil Service Commission met August 4, 2020 via Zoom and approved Eligibility Lists for the following classifications:

- Records Clerk
- Water System Supervisor

The following individuals began employment with the City since our last report:

Table 1: New Hires				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Tyler Bates	Police Officer I	Police	FT	8/29/20

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

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

Table 2: Promotions, Transfers, or Assignment Changes			
<i>Name</i>	<i>Old Position</i>	<i>New Position</i>	<i>Effective Date</i>
Linda McPherson	Water Meter & Conservation Supervisor	Administrative Assistant	8/1/20
Victor Aldama	Associate Civil Engineer	Senior Civil Engineer	8/3/20
John Botwright	Water Quality Specialist II	Water System Supervisor	8/29/20

The following employees separated from employment since our last report.

Table 3: Separations				
<i>Name</i>	<i>Position</i>	<i>Department</i>	<i>Status*</i>	<i>Effective Date</i>
Jimmy Gallegos	Water Conservation Customer Service Representative	Public Works – Water	FT	7/31/20
Aaron Hudgens	Office Assistant II	Public Works – Administration	FT	7/31/20
Donald Thiesen	Accountant II	Finance	FT	8/14/20
Albert Avedissian	Water Quality Specialist-in-Training	Public Works – Water	FT	8/20/20

*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:

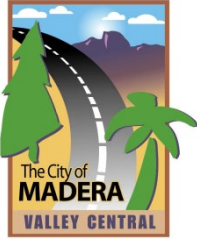
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

 Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-4

SUBJECT:

Informational Report on Contract City Attorney Service and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City’s in-house City Attorney. This report captures June 2020 invoices received. Additionally, all invoices for Fiscal Year (FY) 2019/20 have now been received, so this report also identifies the FY 2019/20 Year-End-Totals for each vendor providing City Attorney services, as well as specialized legal representation in various matters of litigation. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

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

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	FY 2019/20 Year-End-Totals
Prosecution Services for City of Madera per Agreement	\$196.29	\$196.29
Total	\$196.29	\$196.29

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

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	FY 2019/20 Year-End-Totals
Pending Litigation	\$246.25	\$19,649.66
Total	\$246.25	\$19,649.66

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

Billing Period: June 2020

<i>Matter</i>	Charges	
	June 2020	FY 2019/20 Year-End-Totals
City Attorney Services		
General Legal Review/Advice	\$164.50	\$16,461.00
City Clerk	\$352.50	\$10,293.00
Attendance at Council Meetings & Advice on Same	\$2,867.00	\$27,423.50
City Council Requests for Information/Research		\$728.50
City Manager	\$1,715.50	\$11,048.00
Review and Advice on Agreements	\$9,447.00	\$54,772.00
Public Records Act Matters		\$27,330.50
Real Estate Transactions		\$456.00
Planning	\$6,862.00	\$22,592.00
Finance	\$282.00	\$8,219.00
Successor Agency	\$188.00	\$2,502.50
Public Works/Engineering	\$2,984.50	\$17,508.00
Grand Jury		\$1,021.00
Personnel/Payroll		\$636.00
Municipal Code Enforcement	\$70.50	\$925.50
Police Department - General	\$70.50	\$282.00
Ordinances		\$9,071.00
Discounted Hours	\$(189.50)	\$(6,803.50)
Total City Attorney Services	\$24,814.50	\$204,466.00
Litigation Services		
Total Litigation Services	\$10,744.50	\$110,543.04
Total City Attorney and Litigation Services	\$35,559.00	\$315,009.04

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

Billing Period: June 2020

Matter	Charges	
	June 2020	FY 2019/20 Year-End-Totals
Pending Litigation	\$0.00	\$477.00
Total	\$0.00	\$477.00

It is noted that prior informational reports pertaining to legal expenses provided to Council included charges from Liebert Cassidy Whitmore. Due to the evaluation of the services not being either City Attorney services or Litigation services, rather risk management issues services, the prior reference was removed. Liebert Cassidy Whitmore charges were appropriately charged to the risk management fund, not the City Attorney budget.

FINANCIAL IMPACT:

When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service delivery model to contracting out and collapsed the remaining budgeted funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building. Based on this adjustment, the Contracted Legal Services line item budget for contracted City Attorney services in FY 2019/20 is \$357,250.

For FY 2019/20, expenditures for invoices total \$335,331.99, with \$21,918.01 remaining funds available in this line item. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2019/20</i>	
City Attorney Services	
Montoy Law Corporation	\$204,466.00
Litigation Services	
Madera County District Attorney's Office	\$196.29
Colantuono, Highsmith & Whatley, PC	\$19,649.66
Montoy Law Corporation	\$110,543.04
Law Office of Gregory L. Myers	\$477.00
<i>Litigation Services Total</i>	<i>\$130,865.99</i>
Total City Attorney and Litigation Services	\$335,331.99

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

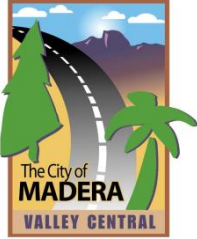
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnaldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-5

SUBJECT:

School Resource Officer (SRO) agreement with Madera Unified School District (MUSD)

RECOMMENDATION:

Adopt a minute order approving an SRO agreement between the City and MUSD.

SUMMARY:

The City worked collaboratively with MUSD to provide SRO's to the district campuses for several years. SRO's provide a specific presence during normal school hours and events to prevent and deter criminal activity on and/or near school campuses. SRO's are police officers who are responsible for safety and crime prevention in schools, and have additional duties of mentoring and building positive relationships with our youth. The action considered is an agreement between the City and MUSD to provide SRO services, one school year at a time, for a maximum of four (4) years.

DISCUSSION:

The action contemplated herein is a renewal of previous agreements in which MUSD reimbursed the City the total salary and benefits costs of two (2) sworn police officers assigned to provide law enforcement services at the school sites within MUSD. In year one of this agreement, MUSD will reimburse the City \$264,473. The agreement is valid until the last day of the 2020/21 summer school session with an option to extend for up to three additional terms. If extended, the reimbursement amount will be adjusted in each subsequent year to reflect current costs.

This agreement is essentially identical to the previous agreements with the following modifications:

- The indemnity and hold harmless language in Section F on page 7 of the agreement has been updated to be in compliance with requirements of the City's insurance pool.

- The School District has requested to have the services of the assigned SRO's through the summer school session. In past agreements, the SRO's would complete their assignment on the last day of the regular school year. The additional 4-week commitment will not have a financial or personnel impact on the department, and staff believe it is a reasonable request (section B, subsection 3).
- In previous agreements, the department would provide a "substitute officer" on an overtime rate at the cost to the City in the event an SRO was going to be absent more than four (4) consecutive days. In this agreement, the City would not have to provide a "substitute officer" in the event of scheduled leave time extending past four (4) days such as vacation and compensatory time off.
- MUSD has requested the option of adding a third SRO with the addition of the new high school, Matilda Torres High School. Due to current restrictions placed on in-person teaching as a result of the Covid-19 pandemic, MUSD is not requesting to add the third SRO at this time. The potential to add a third SRO is included in the proposed agreement, to be implemented upon mutual agreement of MUSD and the City.

FINANCIAL IMPACT:

The agreement is cost-neutral to the City as MUSD will reimburse the City the total salary and benefit costs of the assigned SRO's. The City will notify MUSD in writing no later than July 31st, of each year the salary and benefits costs for the subsequent term. The additional cost for the third SRO will be dependent on the officer selected, and the City will notify MUSD in writing of that cost upon selection.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The SRO Agreement supports the Vision Madera 2025 Plan as follows:

- Vision Focus Area: A strong community and great schools

ALTERNATIVES:

Council may decline the agreement or may request additional information.

ATTACHMENTS:

1. Agreement

AGREEMENT BETWEEN

THE MADERA UNIFIED SCHOOL DISTRICT AND THE CITY OF MADERA CONCERNING THE PROVISION OF LAW ENFORCEMENT SERVICES BY THE CITY TO THE DISTRICT

A. Parties

This Agreement is entered into by the City of Madera, (hereinafter referred to as "City"), and the Madera Unified School District, (hereinafter referred to as "District"). Hereinafter, the City and District are collectively referred to as the "Parties".

B. Term of Agreement

1. Initial Term. This Agreement shall be deemed operative immediately after being adopted by the Madera Unified School District School Board and the Madera City Council and executed by the City and District. It will continue in full force through the last day of the 2020-2021 school year on which academic instruction in the District is provided, as determined by the District. This shall constitute the Agreement's "Initial Term."
2. Additional Contract Terms. Following completion of the Initial Term, this Agreement shall be automatically renewed for three (3) additional Contract Term(s), as defined in Paragraph (B) (3), below, unless and until terminated by either Party, pursuant to Section G of this Agreement.
3. "Contract Term" Defined. For purposes of this Agreement, "Contract Term" shall, as set by the District, be the period of time beginning seven calendar days before the first day of academic instruction in the District and ending on the completion of the last day of academic instruction in the District's Summer School session.

C. Provision of Law Enforcement Services

1. Assignment of Designated Officer to District. The City agrees to assign two (2) police officers, with the option of one (1) additional officer for a total of three (3) officers when both parties deem appropriate and such addition is confirmed in writing by the District's Director of Student Services and the City Police Chief, (hereafter "Assigned Officers") to provide law enforcement services to the District for the Initial Term and any subsequent Contract Term. The services contemplated herein shall be provided at all school sites within the Madera Unified School District EXCEPT for the following school sites:

- Dixieland School
- Berenda Elementary School
- Howard School

- La Vina School
 - Eastin Arcola School
2. Selection of Assigned Officers. The Parties agree to work cooperatively to select appropriate officers to fulfill the duties set forth in this Agreement. The Parties agree that the City Police Chief shall retain final authority for the selection of the Assigned Officers to perform under this Agreement, after reasonably appropriate consultation with the District. The Parties further agree that the District shall be able to request the replacement of any Assigned Officer. Such a request shall be made by the Superintendent or his/her designee. The City Police Chief shall honor any such request from the District to replace the Assigned Officer at the earliest opportunity.
 3. Duties and Responsibilities. Duties and responsibilities of the Assigned Officers in the Initial Term and any subsequent Contract Term shall include, but not be limited to, the following:
 - a. Prevention and deterrence of criminal activity on and/or near school campuses;
 - b. Investigation of criminal offenses occurring, in
 - c. Provision of technical and informational assistance to schools and related community agencies and personnel;
 - d. Reporting relevant contacts with pupils, parents, staff and community members to the District on a regular basis; and
 - e. Other law enforcement and public relations duties as reasonably appropriate.
 4. Direction and Supervision by District. The Assigned Officer shall receive only general direction from the District's Executive Director of Student and Family Support Services, or his/her designee, including assignment for coverage of specific school: functions, or specific school sites, at specific times, at any school site within the District.
 5. Assigned Officers' Schedules. The Parties agree to work cooperatively to create and maintain a schedule of work hours for the Assigned Officers.
 - a. Adjustments or modifications to an Assigned Officer's schedule which are necessary to carry out or accommodate various assignments shall be made in advance by at least five (5) business days, with agreement from both the District and City Police Chief not unreasonably withheld.

- b. In order to ensure the minimal response time to engage in law enforcement activities for the safety of the District's personnel and students, the Assigned Officer shall at all times, unless otherwise expressly permitted herein, remain on or near a District site during his or her scheduled time.

6. Absence

- a. Short Duration Absence. It is understood that the City will not provide a substitute officer (hereinafter "Substitute Officer") in the event of a short duration absence of an Assigned Officer resulting from routine training, illness, vacation and other authorized leave. For purposes of this section, a "short duration absence" shall be defined as leave for four (4) or less consecutive days on which District schools are in session. The District is obligated to compensate the City as provided in Section D during absences of a short duration. The Assigned Officer shall provide the District with sufficient notice of a short duration absence in order to facilitate District activities.
- b. Extended Duration Absence. In the event of an extended duration absence, the City shall provide a Substitute Officer to fulfill the Assigned Officer's duties contemplated by this Agreement for the period of time that the Assigned Officer is unavailable. In the event that sufficient personnel do not permit this assignment, the District shall not be obligated to compensate the City as otherwise provided in Section D. For purposes of this Agreement, "extended duration absence" shall be defined as leave greater than four (4) consecutive days during which District schools are in session. Since the City is now providing the Assigned Officer through the summer school session, the City's ability to deconflict the Assigned Officer's leave time with the school sessions has been hindered. Therefore, the City will not provide a Substitute Officer to cover the Assigned Officer's vacation and compensatory time off which extends past the four (4) consecutive days. The Assigned Officer shall provide the District with sufficient notice of an extended duration absence in order to facilitate District activities.
- c. Officer Use for Training, Mutual Aide Requirements, and Extraordinary Situations and Emergencies. The District recognizes that the Assigned Officer may occasionally be away from his or her regular assignment due to training requirements or to fulfill law enforcement mutual aide requirements, including for extraordinary situations and emergencies. The Parties agree that the City shall retain the ability to use the services of the Assigned Officer during the school year and at the District's

expense to fulfill these law enforcement mutual aide requirements, for extraordinary situations and emergencies, and for other than normal and routine duties requested by and associated with District business. Additional school year use of the Assigned Officer by the City shall include use during periods of school vacation and for investigative follow-up of criminal cases involving students, District employees and/or cases involving District property and facilities.

7. Compliance with Law and Policies. In all circumstances, the Assigned Officers and any Substitute Officer or Additional Officer(s) as contemplated by this Agreement shall follow all applicable federal, state, and local legal requirements, as well as the policies and procedures of the City and City of Madera Police Department. In order to provide guidelines and consistency of expectations, a document entitled "Law Enforcement Philosophy" has been prepared and is also incorporated into this Agreement as Appendix A. The parties agree that any Assigned Officer, Substitute Officer or Additional Officer contemplated by this Agreement to provide service to the District shall follow the philosophy set forth in this document unless a particular provision is deemed to conflict with federal or state law or the policies of the Madera Police Department. If an Assigned Officer, Substitute Officer or Additional Officer is concerned that any provision of the Law Enforcement Philosophy attached as Appendix A is in conflict with federal, state and local legal requirements, or policies of the Madera Police Department, he or she shall immediately notify the District's Assistant Superintendent for Business who will consider the concern and consult, when necessary, with the City Police Chief.
8. Conditions of Employment. Except as specifically included in this Agreement, the City retains full authority and responsibility for conditions of employment, including but not limited to appropriate disposition of citizen complaints, disciplinary actions and evaluation of performance and agreement of schedules to be worked. All public complaints of inappropriate Assigned Officer, Substitute Officer or additional officer conduct and behavior shall be referred directly to the City Police Chief.
9. District Evaluation of Assigned Officers' Performance. Notwithstanding Paragraph 8 above, the District shall provide the City Police Chief with its own written evaluation of an Assigned Officer's performance prior to the conclusion of each school year. The District shall also immediately report to the City Police Chief any behavior or conduct by an Assigned Officer that appears to violate the terms and conditions, or the spirit and intent, of this Agreement.
10. Use of Additional Officers. In some instances, the District may require one or more additional officer(s) (hereinafter "Additional Officer"), in addition to the

Assigned Officers for planned events and/or activities associated with other District services or events ("Events"). The Parties understand that, should such Events arise, the District shall request the support of an Additional Officer or Officers from the City in a timely manner. The City will provide the Additional Officer(s) so long as such personnel is available at the time of the request. The District agrees to compensate the City in accordance with the provisions outlined in Section D (l) (c) of this Agreement.

D. Compensation and Payment of Costs

1. Payment to City for Costs Associated with Provision of Law Enforcement Services to the District. Pursuant to this Agreement, the District shall pay the City for the following costs associated with the provision of law enforcement services during the Initial Term and each subsequent Contract Term, unless modified in writing and agreed to by both the City and District:
 - a. Salary and Benefits. The District shall pay the City for the Assigned Officer's actual salary and benefits provided by the City to the Assigned Officer as provided by law or incorporated into the Memorandum of Understanding Madera Police Officers' Association (See Attachment A). The total cost to the District for the actual salaries and benefits of the two (2) Assigned Officers for the Initial Term shall be Two Hundred Sixty Four Thousand Four Hundred and Seventy Three Dollars (\$264,473.00). Should the parties agree to add one (1) additional officer in accordance with Section C. 1. of this agreement, the additional cost for the one (1) officer will be dependent on the officer selected, and the City will notify District in writing of that cost upon selection. The City will notify District in writing no later than July 31 of each year the Salary and Benefits cost for the subsequent term.
 - b. The Parties agree that such overtime shall consistent with all provisions existing at the time of overtime earnings which in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not paid to the Assigned Officer shall be reimbursed by the District at such time as the Assigned Officer takes the accrued time as compensation.
 - c. Overtime for Additional Officers. The District shall pay one hundred percent (100%) of all overtime for Additional Officers, as defined in Section C (IO) of this Agreement. Overtime shall be paid consistent with all provisions existing at the time of overtime earnings which are incorporated in the Memorandum of Understanding between the City and Madera Police Officers' Association. Overtime hours accrued but not

paid to an Additional Officer shall be reimbursed by the District at such time as that Additional Officer takes the accrued time as compensation.

- d. Costs Associated with Provision of Marked Patrol Vehicle for District Purposes. The District shall pay fifty percent (50%) of the annual fiscal year costs, as determined by the City, to provide vehicle maintenance for a marked patrol vehicle to be used by the Assigned Officer or Substitute Officer in his/her performance of this Agreement. The District shall also pay fifty percent (50%) of the cost for replacement, excluding equipment, for the marked patrol vehicle to be used by Substitute Officer in his/her duties for the District, as determined by the City and based upon the most recent vehicle purchase price, so long as the City continues to provide the marked patrol vehicle for District purposes. The Parties understand and agree that the District may, at any time, elect to purchase a vehicle for use by the officers contemplated by this Agreement, and if the District so elects, the above-stated payment obligations shall cease as of the date the marked patrol vehicle purchased by the District is available for use.

The Parties further agree to determine how costs associated with maintenance and replacement of the District-purchased marked patrol vehicle shall be distributed between them within thirty (30) business days of the District's purchase of the vehicle. Any such determination will be incorporated as a written amendment to this Agreement and shall replace all provisions or understanding between the Parties with respect to the Parties' obligations concerning maintenance and replacement costs.

2. Accounting of Costs. The City shall provide the District with an accounting of all costs contemplated in Paragraphs D (l) (a)-(d) when assessed, and no less than on a quarterly basis. The District agrees to pay the City for the costs set forth in Paragraphs D (l) (a)-(d) on a quarterly basis and in accordance with its standard billing and payment procedures.
3. Liability for Additional Costs. The District shall not be liable for any expenses or costs incurred by the City except as specifically provided for in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the Associate Superintendent of Business and Operations. Similarly, the City shall not be liable for any expenses or costs incurred by the District and not specifically set forth in this Agreement, unless prior approval for such expenditure(s) is obtained, in writing, from the City Police Chief.

E. Independent Contractor Status

The Parties to this Agreement expressly agree that this Agreement is intended to be an Agreement by and between the District and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the District and the City. Any and all officers performing under this Agreement shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this Agreement, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this Agreement observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this Agreement. All officers performing services under this Agreement shall receive administrative directions and technical support from the City Police Department.

F. Indemnity and Hold Harmless

Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the

Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

G. Termination of Contract

Suspension or Termination of Contract

Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving sixty (60) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date of suspension or termination..

No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement. Any funds advanced by District in excess of operating costs as defined in Section D (2) shall be refunded by City.

H. Integration of Prior Terms and Conditions

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

I. Execution of Final Agreement

This Agreement, once fully executed by the President of the Board and the City Mayor as evidenced by the signatures below, shall supersede any and all prior discussions, negotiations, agreements and/or understandings whether oral, or in writing, as to the provision of law enforcement services by the City to the District.

J. Invalidity; Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Signature in Counterparts

This agreement may be signed in counterparts, each of which shall constitute an original.

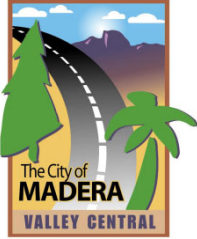
IN WITNESS WHEREOF, the Parties hereto have by their dully authorized representatives executed this agreement as follows:

Andrew J. Medellin, City of Madera Mayor

Date

Ruben Mendoza, MUSD Board of Trustees President

Date



REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Finance

Arnaldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-6

SUBJECT:

Audit services for Measure "T" Transportation Sales Tax Fund and Transportation Development Act Fund (TDA Funds)

RECOMMENDATION:

Adopt a Resolution approving First Amendment to Agreement for Professional Auditing Services with the Pun Group for audit of Measure T Transportation Sales Tax Fund and TDA Funds

SUMMARY:

Staff is recommending an amendment to the existing contract with the Pun Group to include audit services for Measure T and TDA Funds. The original contract with the Pun Group, approved by Council on September 4, 2019, did not include a provision for the audit of these funds, consequently they were audited by the City's previous auditor for Fiscal Year (FY) 2019/20. The First Amendment would consolidate existing services, including Measure T and TDA Funds, into a single contract. The Pun Group has provided a quote for both audits in the total amount of \$7,000 for FY 2020/21 and \$7,210 for FY 2021/22, which staff considers reasonable.

DISCUSSION:

The City entered into an agreement with The Pun Group on September 4, 2019 to contract for professional auditing services. The agreement is for 3 years, beginning with FY 2018/19. The original Request for Proposal (RFP) did not include the audit services for the Measure T and TDA Funds, which was simply an oversight. As a consequence, the audit for these funds was conducted by the City's previous auditor, Price, Paige & Company for FY 2018/19.

The First Amendment will add the Measure T and the TDA Funds to the current audit agreement, consistent with the intent of the City to consolidate the annual financial statement audit into a single contract. In addition to performing the audits of the Measure T and TDA Funds, the auditor will issue the audited reports consistent with the requirements of the federal and State agencies providing the funding for those programs.

FINANCIAL IMPACT:

The cost for performing the audits of the Measure T and TDA Funds may be paid from the grant funds, therefore no additional General Fund money will be spent and the cost of the audits are included in the Grants budget. The following table outlines the fees for the audit of these funds for fiscal years 2019-20 and 2020-21, consistent with the two years remaining on the current audit contract.

Table 1: Audit Fees			
Fiscal Year	TDA Fund	Measure T	Total
2020/21	\$3,500	\$3,500	\$7,000
2021/222	\$3,605	\$3,605	\$7,210

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may choose to not amend the contract, however if the audits are not completed timely, the City will be out of compliance with the terms of the federal grant agencies. The grant funds could be withheld until an audit is complete.

ATTACHMENT:

1. Resolution
2. Engagement Letter for Measure T - Exhibit A
3. Engagement Letter for TDA - Exhibit B

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING THE FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
AUDITING SERVICES WITH THE PUN GROUP FOR THE AUDIT OF THE
TRANSPORTATION DEVELOPMENT ACT FUNDS AND MEASURE "T" FUND**

WHEREAS, the City of Madera (the "City") has a fiduciary responsibility to have its financial records and transactions, including Transportation Development Act Funds and Measure "T" Fund, audited each fiscal year by an independent Certified Public Accounting firm; and

WHEREAS, the accounting firm The Pun Group has agreed to provide has agreed to provide the necessary accounting services; and

WHEREAS, the prices proposed for the audit services are found to be fair and reasonable.

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

1. The above recitals are true and correct.
2. The First Amendment to the Agreement with the Pun Group for Professional Auditing Services, a copy of which is attached hereto as Exhibit A & B, is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. The resolution is effective immediately upon adoption.

* * * * *

August 25, 2020

City of Madera
205 W 4th Street
Madera, CA 93637

RE: Engagement of The Pun Group, LLP (the “Firm”)

We are pleased to confirm our understanding of the services we are to provide the City of Madera (the “City”) for the year ending June 30, 2020. We will audit the financial statements of the Measure “T” Fund (the “Fund”) of the City, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Fund as of and for the year ending June 30, 2020.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Fund and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Fund’s financial statements. Our report will be addressed to the Board of Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that this subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Fund’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Nonattest Services

We will also assist in preparing the financial statements and related notes of the Fund in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all uncorrected audit adjustments that are material in nature; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management’s consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Third-Party Service Providers

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any The Pun Group, LLP professionals assigned to the audit, during the one-year period prior to the commencement of the year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors’ report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers

The audit documentation for this engagement is the property of The Pun Group, LLP and constitutes confidential information. However, pursuant to the City given by law or regulation, we may be requested to make certain audit documentation available to the Oversight Agency for Audit or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Pun Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the oversight agency for audit or pass-through entity. If we are aware that an oversight agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Firm is required to undergo a “peer review” every three years. During the course of a peer review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review. As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such request or demands will be deemed a part of this engagement and we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Report Distribution and Other

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other Services

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your City. Whenever you feel such meeting are desirable please let us know; we are prepared to provide services to assist you in any of these areas.

Timing of the Audit

We expect to begin our audit on approximately August 31, 2020. Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Kenneth H. Pun, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Fees

Our fee for these services will be \$3,500 for the year ending June 30, 2020. Our fees are based on certain assumptions, including the required assistance described above. To the extent that certain circumstances included but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Most Recent External Quality Control Review

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

You have requested that we provide you with a copy of our most recent peer review report and any subsequent reports received during the contract period. Accordingly, our 2018 peer review report accompanies this letter.

Agreement

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement as described in this letter, please sign the letter and return it to us.

We appreciate the opportunity to be of service to the City of Madera and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

The Pun Group LLP



Kenneth H. Pun, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Madera.

By: _____

Title: _____

Date: _____

APPENDIX A

Measure “T” Fund of the City of Madera Circumstances Affecting Timing and Fee Estimate

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by the Pun Group, LLP (the “Firm”) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the City’s accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel’s assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments are identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

Report on the Firm's System of Quality Control

December 7, 2018

To the Partners of
The Pun Group, LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP, (the firm), in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP, in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP, has received a peer review rating of *pass*.

EFPR Group, CPAs, PLLC

EFPR Group, CPAs, PLLC
Corning, NY



EXHIBIT B

August 25, 2020

City of Madera
205 W 4th Street
Madera, CA 93637

RE: Engagement of The Pun Group LLP (the “Firm”)

We are pleased to confirm our understanding of the services we are to provide the City of Madera (the “City”) for the year ending June 30, 2020. We will audit the financial statements of the Transportation Development Act Funds (the “TDA Funds”) of the City of Madera, (the “TDA Funds of the City”), including the related notes to the financial statements, which collectively comprise the basic financial statements of the TDA Funds of the City as of and for the year ending June 30, 2020.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the TDA Funds of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the TDA Funds of the City’s financial statements. Our report will be addressed to the Board of Commissioners. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the TDA Funds of the City are subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the TDA Funds of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Nonattest Services

We will also assist in preparing the financial statements and related notes of the TDA Funds of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws,

regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Communication with Those Charged with Governance

As part of our engagement, we are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process as well as other matters we believe should be communicated to those charged with governance. Generally accepted auditing standards do not require the auditor to design procedures for the purpose of identifying other matters to communicate with those charged with governance. Such matters include, but are not limited to, (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) all uncorrected audit adjustments that are material in nature; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; (7) serious difficulties that we encountered in dealing with management related to the performance of the audit; and (8) matters relating to our independence as your auditors.

Third-Party Service Providers

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Assistance by Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any The Pun Group, LLP professionals assigned to the audit, during the one-year period prior to the commencement of the year end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Access to Working Papers

The audit documentation for this engagement is the property of The Pun Group, LLP and constitutes confidential information. However, pursuant to the City given by law or regulation, we may be requested to make certain audit documentation available to the Oversight Agency for Audit or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of The Pun Group, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the oversight agency for audit or pass-through entity. If we are aware that an oversight agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The Firm is required to undergo a "peer review" every three years. During the course of a peer review engagement, selected working papers and financial reports, on a sample basis, will be inspected by an outside party on a confidential basis. Consequently, the accounting and/or auditing work we performed for you may be selected. Your signing this letter represents your acknowledgement and permission to allow such access should your engagement be selected for review. As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such request or demands will be deemed a part of this engagement and we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Report Distribution and Other

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other Services

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting your City. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas.

Timing of the Audit

We expect to begin our audit on approximately August 31, 2020. Our engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Kenneth H. Pun, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Fees

Our fee for these services will be \$3,500 for the year ending June 30, 2020. Our fees are based on certain assumptions, including the required assistance described above. To the extent that certain circumstances included but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. Additional services provided beyond the described scope of services will be billed separately.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Most Recent External Quality Control Review

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

You have requested that we provide you with a copy of our most recent peer review report and any subsequent reports received during the contract period. Accordingly, our 2018 peer review report accompanies this letter.

Agreement

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We appreciate the opportunity to be of service to the City of Madera and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

The Pun Group LLP



Kenneth H. Pun, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Madera.

By: _____

Title: _____

Date: _____

APPENDIX A

TDA Funds of the City of Madera Circumstances Affecting Timing and Fee Estimate

Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by The Pun Group, LLP (the "Firm") in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, the Firm may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to the Firm (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). The Firm will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve
 - b. Changes or transactions that occur prior to the issuance of our report
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability
 - d. Changes in auditing requirements set by regulators
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by the Firm. All invoices, contracts and other documents which we will identify for the City, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

Report on the Firm's System of Quality Control

December 7, 2018

To the Partners of
The Pun Group, LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of The Pun Group, LLP, (the firm), in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

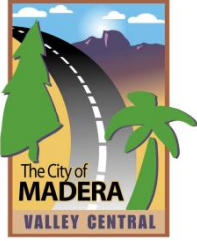
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of The Pun Group, LLP, in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. The Pun Group, LLP, has received a peer review rating of *pass*.

EFPR Group, CPAs, PLLC

EFPR Group, CPAs, PLLC
Corning, NY



REPORT TO CITY COUNCIL

Approved by:

Lucia Sanchez

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-7

SUBJECT:

Appointment of Andrew Albonico as a Member of the Transit Advisory Board

RECOMMENDATION:

Adoption of a Resolution appointing Andrew Albonico as a Member of the City of Madera (City) Transit Advisory Board (TAB)

SUMMARY:

On August 20, 2020 staff received the resignation of District 1 TAB member Robin Jenkins, leaving a vacancy for District 1 representation. On that same day, staff received an application from Andrew Albonico, to be considered as the District 1 TAB representative. In order to continue to have TAB meetings, a quorum of 4 members need to be present. Councilmembers are asked to make nominations for new appointments to fill vacancies within their districts. The current nomination for the Board is as follows:

Appointee:	Councilmember:	Term Expires:
Andrew Albonico	Gallegos (District 1)	12/1/2022

DISCUSSION:

The TAB is comprised of 7 members of whom 6 are nominated by individual Councilmembers and 1 by the Mayor. Board members serve a term of two years or until the Mayor or Councilmember who nominated the TAB member is no longer serving, whichever period is shorter. The members typically have transit knowledge and experience which is beneficial when participating and making recommendations during TAB meetings.

Mr. Albonico applied to serve as a TAB member to the City’s Transit Division. He indicates having experience as a dispatcher at Madera Unified School District and desire to serve fellow Maderans.

He has been a long-term resident of the City, for over 25 years, and is a graduate of Madera High School. He accepts the nomination to be appointed to serve on the TAB.

FINANCIAL IMPACT:

There is no financial impact considering that TAB are not compensated for their service.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

1. Deny approval of Resolution and request that an alternate candidate be considered at a later meeting.

ATTACHMENTS:

1. Resolution
2. Application

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING
MR. ANDREW ALBONICO TO THE CITY OF MADERA TRANSIT ADVISORY BOARD
REPRESENTING DISTRICT 1.**

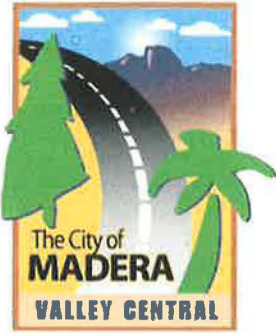
WHEREAS, Councilmember Cece Gallegos has nominated Mr. Andrew Albonico for appointment to the City of Madera Transit Advisory Board.

WHEREAS, Mr. Andrew Albonico has accepted the nomination and wishes to serve as a member of the Transit Advisory Board.

WHEREAS, the appointment of Mr. Albonico is to be a Transit Advisory Board member through December 1, 2022, or until the Councilmember that nominated him, Cece Gallegos's term of service on the City Council concludes, whichever period is shorter.

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

1. The above recitals are true and correct.
2. Andrew Albonico is hereby appointed to the office of the Transit Advisory Board of the City of Madera for the term prescribed by law.
3. This resolution is effective immediately upon adoption.



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| <input type="checkbox"/> ADA Advisory Council | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee |
| <input type="checkbox"/> Planning Commission | <input checked="" type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

ALBONICO ANDREW _____
LAST NAME FIRST NAME M.I.

HOME ADDRESS CITY, STATE, ZIP HOME PHONE

SAME _____ andrew.albonico@gmail.com
MAILING ADDRESS CITY, STATE ZIP E-MAIL ADDRESS

MADERA UNIFIED DISPATCHER _____
EMPLOYER JOB TITLE BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA <u>25</u> YEARS <u>11</u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	--

EDUCATIONAL BACKGROUND:

Madera H.S. class of 2004, some college at SCCC.

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

VFW Post 1981 -Adjutant

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have personal interest in transportation to learn and grow professionally. Also, with this chance I would be able to understand more about public service and a chance to serve my fellow Maderan's.

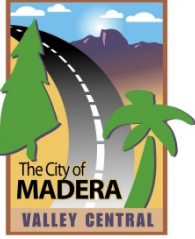
REFERENCES (Optional):

7/2/2020
DATE

Andrew Tolman
SIGNATURE


PLEASE RETURN COMPLETED APPLICATION TO:

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



REPORT TO CITY COUNCIL

Approved by:



Alicia Gonzales, City Clerk



Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: B-8

SUBJECT:

Adoption of New Conflict of Interest Code for the City of Madera

RECOMMENDATION:

Adopt a resolution adopting the Conflict of Interest Code for the City of Madera and rescinding Resolution No. 18-153

SUMMARY:

The City is required to review its Conflict of Interest Code biennially. The Conflict of Interest Code (Exhibit A to the resolution) identifies officials, employees, committees, commissions, and consultants who are required to file a Statement of Economic Interest Form 700 upon assuming office, annually thereafter, and upon leaving office. Designated individuals must recuse themselves when conflicts of interest occur.

DISCUSSION:

Pursuant to the Political Reform Act, the City is required to conduct a biennial review of its Conflict of Interest Code to determine if changes are necessary to the designated positions and the respective disclosure categories. The designated positions include those who make or participate in the making of governmental decisions that could affect their personal economic interests. The Conflict of Interest Code was last amended on August 15, 2018 by Resolution No. 18-153. Since then, there have been changes in City positions. Table 1 reflects the positions added or removed.

Table 1: Updated positions		
Department	Add	Remove
Administration	Administrative Analyst	Communications Manager
		Director of Administrative Services
Airport		Airport Operations Manager
City Attorney		Deputy City Attorney
		Legal Assistant
		Paralegal Office Administrator
Community Development		Director of Community Development
Engineering	Project Development Coordinator - Unlicensed	
	Part Time Engineering Project Manager	
Neighborhood Revitalization		Neighborhood Preservation Specialist
Parks and Community Services	Administrative Analyst	Business Manager
		Parks Planning Manager
Public Works		Water Meter Conservation Specialist
Successor Agency to the Former Redevelopment Agency & Successor Housing Agency		Executive Director
		Redevelopment Agency Secretary

FINANCIAL IMPACT:

There is no financial impact, sans the preparation of this report considering that there are no costs to the City to file required documents with the Fair Political Practices Commission.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adoption of a Conflict of Interest Code is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

The Council may choose to not adopt the Conflict of Interest, however if not approved the City would be out of compliance with the requirement of The Political Reform Act.

ATTACHMENTS:

1. Resolution
 - Exhibit A: City of Madera Conflict of Interest Code
 - Exhibit A-1: 2 California Code of Regulations Section 18730

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ADOPTING THE CONFLICT OF INTEREST CODE FOR THE CITY OF MADERA
AND RESCINDING RESOLUTION NO. 18-153**

WHEREAS, the Political Reform Act (Government Code Section 87100, et. seq.) requires every state and local government agency to adopt and promulgate a conflict of interest code; and

WHEREAS, a local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials who should be filing Statements of Economic Interests (Form 700s); and

WHEREAS, a conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s; and

WHEREAS, a conflict of interest code provides transparency in local government as required by the Political Reform Act; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (under 2 California Code of Regulations Section 18730 (Section 18730), which contains the terms of the FPPC's standard conflict of interest code which can be incorporated by reference and which may be amended by the FPPC from time to time; and

WHEREAS, the City Council has determined that it should update the Conflict of Interest Code for the City of Madera because of changed circumstance including new positions that must be designated in the Conflict of Interest Code; and desires to repeal the City of Madera's Conflict of Interest Code and adopt a new Conflict of Interest Code incorporating new provisions of Government Code Section 87300, et. seq.

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

1. The above recitals are true and correct.
2. The Conflict of Interest Code of the City of Madera attached as Exhibit A is hereby adopted and made a part of this resolution. The Conflict of Interest Code expressly provides that the standard conflict of interest code under 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are incorporated by reference.
3. Resolution No. 18-153 and any other resolutions in conflict with this resolution are rescinded.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

CONFLICT OF INTEREST CODE OF THE CITY OF MADERA

- A. This is the Conflict of Interest Code of the City of Madera. It consists of Sections A through E and of the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. A copy of Section 18730 is attached hereto as Exhibit A-1.

- B. The positions listed below are public officials designated by statute and are required to file with the Fair Political Practices Commission (FPPC) a Statement of Economic Interests pursuant to Government Code Section 87200.
 - Mayor
 - City Council
 - City Manager
 - City Attorney
 - City Treasurer
 - Planning Commissioners

- C. Persons holding positions listed as designated positions under Section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Statement of Economic Interests Form 700 area public record and available for public inspection and reproduction.

- D. Designated Positions and Disclosure Category

Designated Positions	Disclosure Category
ADMINISTRATION	
City Manager	I
Administrative Analyst	III
BUILDING	
Chief Building Official	I
Plans Examiner	III
CITY CLERK	
City Clerk	I
Deputy City Clerk	I
CITY ATTORNEY	
City Attorney	I

ENGINEERING	
City Engineer	I
Administrative Analyst	III
Assistant Engineer	II
Associate Civil Engineer	I
Deputy City Engineer	I
Engineering Project Manager	I
Engineering Technician III	I
Project Development Coordinator - Licensed	II
Senior Engineer	I
Special Transportation Projects Director	I
Project Development Coordinator – Unlicensed	II
Part Time Engineering Project Manager	I
FINANCE	
Director of Financial	I
Administrative Analyst	III
Services Financial Services Manager	I
Utility Billing Supervisor	II, III
FIRE	
Fire Chief	I
Division Chief	I
Battalion Chief	I
FLEET	
Fleet Operations Manager	II
GRANTS	
Grant Administrator	I
Program Manager Grants	I
HUMAN RESOURCES	
Director of Human Resources	I
Administrative Analyst	III
INFORMATION SERVICES	
Information Services Manager	I
Network Administrator	II
Computer Technician	II
Tyler Munis Implementation Project Manager	I
PARKS AND COMMUNITY SERVICES	
Director of Parks and Community Services	I
Administrative Analyst	III
Parks Supervisor	II, III
Recreation and Community Programs Manager	I
Recreation and Community Programs Supervisor	I

PLANNING	
Assistant Planner	III
Associate Planner	III
Planning Manager	I
Senior Planner	I
POLICE	
Chief of Police	I
Police Auxiliary Services Supervisor	II, III
Police Commander	I
Police Lieutenant	II, III
Police Office Supervisor	II, III
Police Sergeant	III
PUBLIC WORKS	
Administrative Analyst	III
Electrical and Facilities Operations Manager	II, III
Public Works Operations Director	I
Streets and Storm Drainage Operations Manager	II, III
Streets and Storm Drainage Operations Supervisor	II, III
Wastewater Collection System Supervisor	II, III
Wastewater Treatment Plant Manager	II, III
Water and Sewer Operations Manager	II, III
Water System Supervisor	II, III
PURCHASING	
Procurement Services Manager	I
BOARDS AND COMMISSIONS	
Civil Service Commission	I
Madera Public Financing Authority Board	I
City Council as the Successor Agency to the Former Madera Redevelopment Agency	I
City Council as the Successor Housing Agency	I
CONSULTANTS	
Consultants	I

Disclosure Categories

- I. All investments, business positions, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, and all interests in real property located in the City of Madera including property located within a two-mile radius of the City of Madera or any property owned or used by the City of Madera.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation.

The City Administrator or his/her designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Administrator's or his/her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- II. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, of the type which provide goods, services, supplies, materials, vehicles, machinery or equipment of the type utilized by the City of Madera.
- III. All investments, business positions in, and sources of income located in or doing business in the City of Madera, including gifts, loans and travel payments, which are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the City of Madera.

EXHIBIT A-1

2 California Code of Regulations Section 18730

2 CALIFORNIA CODE OF REGULATIONS §18730.

PROVISIONS OF CONFLICT OF INTEREST CODES

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, *et seq.* The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, *et seq.*

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or

use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices

Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
 4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position

of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to

subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan,

amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except

in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason

to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

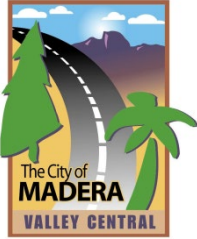
² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: C-1

SUBJECT:

Measure T Annual Expenditure Plan for Fiscal Year (FY) 2020/21

RECOMMENDATION:

Adopt a Resolution approving the Expenditure Budget for the various funding programs in the Measure T AEP for FY 2020/21 and authorizing submission of projects to Madera County Transportation Authority (MCTA) for adoption.

SUMMARY:

The Annual Expenditure Plan (AEP) is required by the MCTA to claim Measure T funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan (Plan) approved by the voters in the November 2006 election. The AEP is completed annually.

The proposed funding for the projects and programs in the AEP is consistent with the requirements specified in the Measure T 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program (CIP) proposed in the City's 2020/21 Budget.

BACKGROUND:

Measure T is a ½ sales tax measure approved by Madera County voters in the November 2006 election. The measure has a sunset provision of 20-years. During the measure's lifespan, it is projected to yield approximately \$217 million for transportation projects in the County. As part of the measure's implementation, local agencies submit an AEP. The AEP is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements.

1. One is the responsibility of MCTA to manage and deliver the projects of regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element.
2. The second element is the responsibility of the local agencies to manage the construction, rehabilitation and maintenance of the agency's arterial and collector streets.

Both of these programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Measure T Strategic Plan adopted by the MCTA require the City to prepare and adopt an AEP that must be approved during a noticed public hearing. This agenda item will satisfy this requirement.

The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year planning document that is updated every 2 years to adjust the projection of sales tax receipts, ensuring that the projections are consistent with future investments.

DISCUSSION:

The MCTA has provided the City with the projected funding allocation for each of the program categories. The total allocation for FY 2020/21 is \$2,415,619 which is \$592,978 or 20 percent less than last year. The decrease can be attributed to the COVID-19 pandemic.

The allocation amounts are earmarked for each program and may not be shifted between programs. The recommended projects in the programs were identified by staff from Engineering, Public Works, Transit, Parks and Community Services, and Community Development Departments. The proposed projects are consistent with the proposed FY 2020/21 City's CIP and the implementing guidelines in the Measure T Strategic Plan.

The AEP for FY 2020/21 includes the following projects and programs:

1. Regional Transportation and Highway Program:

- a. Arterial & Collector Streets - the total allocation is \$827,268 for the following projects:
 - i. Olive Ave. widening Gateway Dr. to Knox St. - \$47,268
 - ii. Almond Ave. extension – Pine St. to Stadium Rd. (R-82) - \$500,000
 - iii. Almond/Pine/Stadium Traffic Study (R-87) - \$130,000
 - iv. Howard Rd./Westberry Blvd. Traffic Signal (TS-19) - \$150,000

2. Local Transportation Program:

- a. Street Maintenance - the allocation is \$430,179 for the General Maintenance on various streets.
- b. Supplemental Street Maintenance - the allocation is \$289,543 for General Maintenance on various streets.
- c. Flexible - the allocation is \$719,723. These funds will be used by the MCTA to fund delivery of Tier 1 Projects in the Regional Streets and Highways Program until such time when each agency is able to adopt an Impact Fee program for the construction of Regional Projects. A 20 percent match is required from Traffic Impact Fees or other local funds on a project by project basis. Flexible funds are used for the match requirement and any remaining funds will be returned to each agency.
- d. ADA Compliance - the allocation is \$16,545 for sidewalk repairs and safety improvements to make walkways ADA compliant.

3. Transit Enhancement Program

- a. Transit Enhancement Citywide - the allocation is \$60,552 reserved for Transit Facility and System Enhancements.
- b. Transit Enhancements/ADA/Seniors/Paratransit - the allocation is \$5,625 reserved for Transit Facility and System Enhancements.

4. Environmental Enhancement Program

- a. Environmental Enhancements - the allocation is \$66,181 for air quality enhancement which is allocated to the following projects:
 - i. Torres Way Alley Paving (ALY-01) - \$15,000
 - ii. 2021 CMAQ Alley Paving Project (ALY-03) - \$10,000
 - iii. Schnoor Ave. Sidewalk – Sunset Ave. to Riverside Dr. (R-58) - \$3,000
 - iv. ADA Walkability Sidewalks Program (R-64) - \$20,000
 - v. Washington School Sidewalks (R-93) - \$5,000
 - vi. Tulare/Cleveland/Raymond Bike Path (PK-48) - \$11,000

FINANCIAL IMPACT:

An AEP approved by the City Council is required to receive the City's allocation of Measure T funds. The allocation of funds in the AEP is consistent with project funding in the CIP for FY 2020/21.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This action supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This action supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This action supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

ALTERNATIVES:

Council may direct staff to provide additional information on the proposed projects or may direct staff to consider alternative projects.

ATTACHMENTS:

1. Resolution
Exhibit A – Measure T Annual Expenditure Plan FY 2020/21

Attachment 1
Resolution

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE MEASURE T ANNUAL EXPENDITURE PLAN (AEP) FOR FISCAL YEAR (FY) 2020/21 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY (MCTA) FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the FY 2020/21 AEP (Plan) are consistent with the Measure T 2007 Strategic Plan; and

WHEREAS, the City is a designated agency for selecting projects and programs for approval and adoption by the MCTA into the Measure T Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on September 2, 2020.

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

1. The above recitals are true and correct.
2. The projects and programs, and expenditures shown on Exhibit 'A' attached hereto are approved.
3. The City Engineer is hereby authorized and directed to submit a copy or certified copy of this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2020/21 Measure 'T' Annual Work Plan.
4. This Resolution is effective immediately upon adoption.

Exhibit A

Measure 'T' Annual Expenditure Plan FY 2020/21

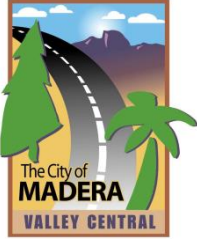
EXHIBIT 'A'

CITY OF MADERA MEASURE 'T' ANNUAL EXPENDITURE PLAN FISCAL YEAR 2020/21

<u>FUNDING PROGRAM</u>	<u>ALLOCATION</u>	<u>EXPENDITURE</u>
RTP/3R PROJECTS	\$ 827,268	
Olive Ave. Widening – Gateway to Knox (R-10)		\$ 47,268
Almond Avenue Extension – Pine to Stadium (R-82)		\$ 500,000
Almond/Pine Stadium Traffic Study (R-87)		\$ 130,000
Howard Road/Westberry Traffic Signal (TS-19)		\$ 150,000
LTP-STREET MAINTENANCE	\$ 430,179	
General Street Maintenance		\$ 430,179
LTP-SUPPL. STREET MAINTENANCE	\$ 289,543	
General Street Maintenance		\$ 289,543
LTP – FLEXIBLE	\$ 719,723	
MCTA Impound for matching Contributions to Tier 1 projects		\$ 719,723
LTP – ADA COMPLIANCE	\$ 16,545	
ADA Walkability/Sidewalks		\$ 16,545
TRANSIT ENHANCEMENT	\$ 60,552	
Transit Facility and System Enhancement		\$ 60,552
TRANSIT ENHANCEMENT-ADA/Sr.	\$ 5,625	
Transit Facility and System Enhancements		\$ 5,625
ENVIRONMENTAL ENHANCEMENT	\$ 66,181	
Torres Way Alley Paving (ALY-01)		\$ 15,000
2021 CMAQ Alley Paving Project (ALY-03)		\$ 10,000
Schnoor Avenue Sidewalk – Sunset to River (R-58)		\$ 3,000
ADA Walkability Sidewalks Program (R-64)		\$ 20,000
Washington School Sidewalks (R-93)		\$ 5,000
Tulare/Cleveland/Raymond Bike Path (PK-48)		\$ 11,000
	<hr/>	<hr/>
	\$ 2,415,616	\$ 2,415,616

ADA – Americans with Disabilities Act
FRT – Fresno River Trail
LTP – Local Transportation Program
MCTA – Madera County Transportation
Authority
3R – Resurfacing, Restoration & Rehabilitation

SUPPL - Supplemental
RTP – Regional Transportation Program
Enh - Enhancement
PW – Public Works



REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Parks & Community
Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: D-1

SUBJECT:

Dedication of the Horseshoe Facility at Rotary Park to Harlen and Sharon Rippetoe

RECOMMENDATION:

Adopt a Resolution dedicating the horseshoe facility at Rotary Park to Harlen and Sharon Rippetoe in recognition of their volunteer service and contribution to parks and recreation in the City.

SUMMARY:

Recently, the Parks and Community Services (PCS) Department received a letter from a citizen, Jesse Alvarado Jr., on behalf of the Big Valley Horseshoe League requesting that the City recognize Harlen and Sharon Rippetoe for their service and dedication to the Madera horseshoe community. Harlen and Sharon have been active in the horseshoe community since 2000 and Harlen is the founding member and current President of the Big Valley Horseshoe League. Harlen and Sharon were instrumental in the installation of the horseshoe facility located in Rotary Park and have maintained, on a volunteer basis, the horseshoe pits at two other City parks over the last two decades. They have worked in conjunction with the PCS Department since 2005 to organize and oversee year-round horseshoe pitching recreational activities. The League and other community members have suggested that the horseshoe facility at Rotary Park be dedicated to Harlen and Sharon in recognition of their volunteer service.

DISCUSSION:

The Big Valley Horseshoe League was founded in 2000 by Harlen Rippetoe. The League utilized a horseshoe facility at the Madera Valley Bowl for the first five years. In 2005, the League was notified that this facility at the Madera Valley Bowl was slated for closure. Harlen and Sharon Rippetoe approached the City of Madera PCS Department with the idea to build horseshoe pits

at Rotary Park. As a result of this partnership, which continues to this day, the City installed a ten-pit horseshoe facility at Rotary Park. The league plays weekly at this facility and during peak season, routinely draws over 100 players from Madera and surrounding communities.

As a thank you to the City for the installation of the horseshoe facility at Rotary Park, Harlen and Sharon offered to construct and maintain horseshoe pits in Pan American and Lion's Town and Country Parks, as well as maintain the new horseshoe facility at Rotary Park. The Rippetoe's have continued this service on a volunteer basis over the last 15 years. Harlen and his team regularly remove trash from the pitching areas; blow and sweep sand back into the pits; rake the pits and re-fill with sand when needed; and repair and paint the wooden backboards on an annual basis. In addition, they notify staff when graffiti is present and generally keep up the pavilions adjacent the pitching areas. This commitment to volunteer service has resulted in substantial labor and monetary savings to the Parks Maintenance Division and the City's General Fund.

In order to have a park or recreation facility named after an individual/group, certain criteria must be met. The PCS Department Naming Policy (Resolution No. 00-08) details this procedure. Typically, a suggestion for naming would be submitted to the Park and Recreation Advisory Board and then brought before City Council for consideration. Since there is currently no active Park and Recreation Advisory Board, the request for the recognition of Harlen and Sharon Rippetoe came directly to the PCS Department (Attachment 2). Staff has reviewed the policy and determined that Harlen and Sharon's service meets the following objective, pursuant to the Resolution:

- A1. To enhance the values and heritage of the City of Madera and be compatible with community interest.

Because the proposed dedication would be in recognition of the Rippetoe's public service, the following criteria must also apply:

- B1. The person shall have made a major contribution to the community, the County, the State, or the field of recreation and parks.
- B2. Consideration of a person shall occur not less than 3 years following the date of the service for which the recognition is being made.
- B3. The service the person made shall have occurred over a period not less than 2 years.
- B4. Typically, the service shall have been rendered in a volunteer, non-paid status.
- B5. The person may be living or deceased.

Harlen and Sharon have spent the last 20 years organizing and encouraging horseshoe recreation in the City of Madera. Since 2005, they have spent countless hours working in partnership with the PCS Department to maintain the horseshoe pits at several City parks. Without the Rippetoe's dedication, the horseshoe facilities and community would not be what they have grown into today. Staff recommends that the horseshoe facility at Rotary Park be dedicated to Harlen and Sharon and that a plaque be placed at the facility to recognize their ongoing dedication to local parks and recreation.

FINANCIAL IMPACT:

There will be a small amount of financial impact associated with this dedication for the purchase of a plaque, as well as the staff time associated with the installation and dedication. Though staff have not yet engaged in the design or bid for a plaque, there has been an effort to obtain pricing estimates from a local metal worker who creates signage of this type. Staff anticipates that the plaque and any materials needed for installation should not exceed \$1,500. The costs associated with this dedication will be expended from adopted Fiscal Year 2020/21 Budget; there will be no additional General Fund impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

- 121.10 - Add facilities and amenities for the public.
- 316.20 - Honor community service groups and volunteers at annual events.
- 316.10 - Further develop existing volunteer recruitment programs.

ALTERNATIVE:

1. Council may request staff bring additional information to a subsequent meeting.

ATTACHMENT:

1. Resolution – Dedicating Horseshoe Facility
2. Letter from Jesse Alvarado Jr.

RESOLUTION NO. 20 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA DEDICATING THE HORSESHOE FACILITY AT ROTARY PARK
TO HARLEN AND SHARON RIPPETOE IN RECOGNITION OF THEIR
VOLUNTEER SERVICE AND CONTRIBUTION TO PARKS AND
RECREATION IN THE CITY OF MADERA**

WHEREAS, the Big Valley Horseshoe League was founded in Madera by Harlen Rippetoe in 2000; and

WHEREAS, Harlen and Sharon Rippetoe have been instrumental in the horseshoe recreation community in Madera over the last 20 years; and

WHEREAS, Harlen and Sharon Rippetoe have maintained, on a volunteer basis, all horseshoe pits at several City parks for the last 20 years; and

WHEREAS, in 2020, the Parks and Community Services Department received a request on behalf of the Big Valley Horseshoe League to recognize the volunteer service and contribution of Harlen and Sharon Rippetoe through dedication of the horseshoe facility at Rotary Park; and

WHEREAS, the City of Madera owns and operates Rotary Park at 930 North Gateway Drive; and

WHEREAS, in 2005, a horseshoe facility was installed at Rotary Park in conjunction with the Big Valley Horseshoe League and Harlen and Sharon Rippetoe; and

WHEREAS, Resolution No. 00-08 describes the manner in which a municipal park and recreation facility is to be named; and

WHEREAS, naming the horseshoe facility at Rotary Park in recognition of Harlen and Sharon Rippetoe would meet the following objective of the naming policy: "To enhance the values and heritage of the City of Madera and be compatible with the community interest"; and

WHEREAS, Harlen and Sharon Rippetoe meet all of the criteria in the naming policy for naming a facility in recognition of the service the person has provided; and

WHEREAS, the City of Madera wishes to dedicate the horseshoe facility at Rotary Park in recognition of Harlen and Sharon Rippetoe.

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

1. The above recitals are true and correct.

2. The City Council approves the dedication of the horseshoe facility at Rotary Park to Harlen and Sharon Rippetoe in recognition of their volunteer service and contribution to parks and recreation in the City of Madera.
3. The Director of Parks and Community Services is directed to design and install an appropriate plaque commemorating the dedication of the horseshoe facility in recognition of Harlen and Sharon.
4. This Resolution is effective immediately upon adoption.

Jesse Alvarado
772 S. Manor Drive
Kerman, Ca. 93630

Hello, my name is Jesse Alvarado Jr. and I am the current Vice President of the Big Valley Horseshoe league. Currently the league rents the horseshoe pits in Rotary Park where we play weekly on Wednesday evenings. The Big Valley Horseshoe League hosts a winter and summer league and during league play we host two hot dog nights for all of the players, paid by the league. At the end of each season an awards banquet is held at the Madera Golf Course. The banquet is coordinated by the league and includes a sit-down dinner, awards and a raffle. The Big Valley Horseshoe league prides itself on being a family friendly league open to all horseshoe players.

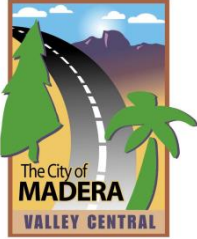
On behalf of the league we would like to request that a recognition plaque be placed at the Horseshoe Pits at Rotary Park in Harlen and Sharon Rippetoe's name. Harlen and Sharon have done so much for this league since it began in 2000. When the league first started it played at the Madera Valley Bowl pits. In 2005 the league was notified that the pits at Madera Valley Bowl would be closing. Shortly after Harlen approached the City of Madera about the possibility of having horseshoe pits built in Rotary Park. After consideration the City of Madera agreed to build ten horseshoe pits. As a show of appreciation Harlen offered to maintain the horseshoe pits in all of Madera's parks. It is because of this and all of the time and effort that Harlen and Sharon have given to the Big Valley Horseshoe League that we feel they deserve this honor.

I look forward to hearing back from you, if you have any questions please call me at 559-908-0715

Sincerely,




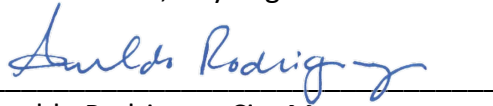
Jesse C. Alvarado Jr.
Vice President
Big Valley Horseshoe League



REPORT TO CITY COUNCIL

Approved By:


Keith Helmuth, City Engineer


Arnaldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: D-2

SUBJECT:

Project Cooperation Agreement (Agreement) between the City of Madera (City) and Madera Irrigation District (MID) – Airport Basin

RECOMMENDATION:

Adopt a Resolution approving Agreement between the City and MID for the Airport Basin

SUMMARY:

This item was continued from the August 5, 2020 Council Meeting. This report includes clarifications verbally addressed at that meeting as well as additional information and items derived since the last Council Meeting that were also discussed at a Council Workshop on August 19, 2020.

Madera Irrigation District (MID) has requested that a new agreement for the Airport Basin utilized by the City of Madera (City) be prepared and executed that replaces the existing Supplemental Agreement to the Conjunctive Use Cooperation Agreement between the City and MID (Supplemental Agreement) dated February 5, 2003.

DISCUSSION:

The purpose of the Supplemental Agreement and the original from which agreements such as the Supplemental Agreement were envisioned included but was not limited to:

- Provide a more efficient and effective way of completing future projects
- Enhance the use of local surface and groundwater supplies
- The “then” water system master plan recommended the City have a dialogue with MID with the goal of developing a comprehensive groundwater management plan.

The Supplemental Agreement has generally met its intent during the time it was active. However, in the spirit of cooperation, MID and the City have discussed clarifying existing language, while also extending the term limits of the agreement.

More specifically, those items include:

- The Agreement should be based on updated contract language that has been used on a number of other recent agreements between the City and MID and MID and the County of Madera
- Under the proposed Agreement, excavated dirt shall be stockpiled for later use by MID. Until several years ago, the City required that developers excavate dirt from the subject basin thus making room for additional stormwater storage; however, this practice was ceased.
- Under the proposed Agreement, the City could continue to excavate dirt for City capital projects.

While the above-referenced reasons have necessitated the need for the new Agreement, the Agreement also contains several other updates that vary in their impact; most being of minor importance.

Table 1 summarizes the differences relative to termination between the Agreement and the Supplemental Agreement.

	<i>(Existing) Supplemental Agreement</i>	<i>Proposed Agreement</i>
Initial Term	25 years Terminating on Feb. 5, 2028	8 years Terminating on April 25, 2028 (Corresponds to USBR License Expiration)
Term with Anticipated Renewal:	Extend on terms and conditions as may be mutually agreeable. <i>(Assumes USBR License is Renewed)</i>	25 years Terminating on April 28, 2053 <i>(Assumes USBR License is Renewed)</i>
Early Termination	2 years with Written Notice 5 years after construction (5 year since initial construction has passed)	2 Years with Written Notice
Termination if performance results in non-compliance or violation of law or regulation	Immediate (but proviso allows time to relocate improvements subject to good faith efforts)	Automatic on 30th Day following notice; No proviso

¹ USBR: United States Bureau of Reclamation

In addition to the items above, a question was raised at the Council Workshop pertaining to the ownership of the subject basin. The recitals and the Cooperation Agreement state that the United States Bureau of Reclamation (USBR) owns the basin. MID has advised it owns the basin. While MID has purchased the basin from USBR, title still lies with USBR.

The Agreement adheres to the same understanding that the City would have had when the Supplemental Agreement was first executed as to termination. The potential existed then as now that a termination notice could be received by the City. It is the time frame under which an immediate termination is received that has been compressed in which the City would need to redirect flood water to a new basin; being reduced from an indeterminate time frame based on the City's good faith efforts to relocate to a fixed two years. The ability to vacate is predicated on:

- The City's ability to fund the purchase of a new basin and construct new conveyance pipe that would redirect storm runoff to a new basin.
- The ability to purchase nearby land that minimizes the expense of relocating to a new basin

It is important to note, MID staff has previously been clear that it has no interest in terminating the agreement and that they value the relationship they have with the City as expressed in the August 5 Council Report. This is evident through a review of recent collaborative efforts that include efforts such as:

- Groundwater Sustainability Plan (GSP) – Submitted to State on January 31, 2020
- Berry Basin
- Golf Course Basin, approved at the Aug. 5, 2020 Council meeting
- This Airport Basin Agreement

The City has, however, received a letter with notice to terminate the current agreement (Attachment 2). The letter states that as "good faith effort" it is postponing effective date of the notice to September 16, 2020 "allowing the City of Madera time to reconsider its position related to this agreement."

City staff recommends entering into this Agreement given its benefit to the City, including but not limited to:

- Use of the basin by the City comes at a *nominal* cost to the City considering that MID purchased the property
- The City is not in a position to acquire and develop a basin in the immediate future
- The community benefits from coordination by two public agencies
- There is an increase in the amount of groundwater recharge in the area which the City ultimately pumps for potable water

FISCAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds by virtue of entering into agreement.

Should the agreement be terminated for any reason, the potential cost to the Storm Drainage Impact Fee (DIF) fund, and the General Fund would vary. At present, termination of the agreement would result in the need to utilize primarily DIF storm drainage funds. If a termination occurred further into the future after development has occurred on parcels that would rely on this basin, the following might be expected:

- Cost of a replacement basin will have increased.
- Land for use as a basin may be more difficult to acquire as logical choices may be reduced due to ongoing development.
- If DIF fees have not been collected specifically for a replacement basin through inclusion in the DIF program, a portion of the cost may need to be assigned to existing users. If this occurs, the City would need grants, General Fund or some other source of funding in addition to DIF funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement supports:

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

ALTERNATIVES:

1. Not approve agreement – This would result in termination notice found in Attachment 2 going into effect.

ATTACHMENTS:

1. Location Map
2. MID Letter
3. Resolution
 - a. Project Cooperation Agreement

ATTACHMENT 1

Location Map

EXHIBIT A

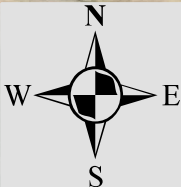


Exhibit Only, Not to Scale

ATTACHMENT 2

MID Letter

Phone (559) 673-3514

www.madera-id.org

General Manager

Thomas Greci

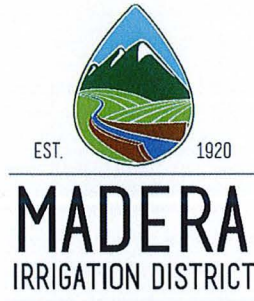
Assistant

General Manager

Dina Cadenazzi Nolan

Legal Counsel

John P. Kinsey



12152 Road 28 1/4
Madera, CA 93637

Board of Directors

Division 1

David Loquaci

Division 2

Rick Cosyns

Division 3

Brian Davis

Division 4

James Erickson

Division 5

Carl Janzen

August 11, 2020

Via U.S. Mail and Email

City of Madera

Attention: Keith Helmuth, City Engineer

205 W. Fourth Street

Madera, CA 93637

Dear Mr. Helmuth,

It is with great displeasure and sadness for our community, that Madera Irrigation District (MID or District) is hereby providing a two (2) year notice to the City of Madera to terminate the Supplemental Agreement No. 1 to the Conjunctive Use Cooperation Agreement between the City of Madera and Madera Irrigation District dated February 5, 2003 ("Notice"). MID has truly valued its relationship with the City of Madera and the on-going partnership for the benefit of the entire community. MID has strived to foster a cooperative relationship between the agencies so Madera, as a whole, can continue to prosper.

Unfortunately, at the City of Madera's City Council Meeting on August 5, 2020, the spirit of cooperation seemed to be quashed, for reasons unknown to MID. MID and the City of Madera, for many years, have been discussing entering into a new agreement related to Parcel 013-050-001, commonly referred to as the "Airport Basin". Much of this desire has stemmed from the City of Madera itself and its want for a longer-term agreement related to the Airport Basin. Through the new agreement presented to City Council on August 5, 2020, this was attained with a new potential expiration date of 2053. This also provided an opportunity to update many sections of the agreement with clarifying language, a direct benefit to both agencies as staff and legal time discussing vague provisions could be reduced if not eliminated, saving time and expense to both the City and MID.

MID worked cooperatively with the City of Madera on the development of this agreement into its final form. The basics of this agreement are for MID to provide the City of Madera a 12.2 acre property for the City's use **at no cost to the City**. An equivalent project to meet the City's needs would result, from MID's understanding, of the expenditure of likely **millions and millions of dollars** from the City's

General Fund¹. However, for inexplicable reasons certain City officials took an adversarial position related to this agreement and MID, as an agency, when presented at the August 5, 2020 City Council Meeting.

MID has a great need for recharge facilities, particularly with the advent of the Sustainable Groundwater Management Act (SGMA) in 2014 and the requirement that Groundwater Sustainability Agencies (GSAs) achieve sustainable groundwater balances. For many years, MID has been pursuing the acquisition of additional parcels, at significant expense, for this very purpose. A 12.2 acre recharge facility would be a much needed, substantial addition to MID's groundwater recharge program.

Given the tone and tenor of the City Council Meeting on August 5, 2020 and the fact that the City of Madera did not approve the Project Cooperation Agreement presented, MID is concerned that the City of Madera is no longer interested in a cooperative partnership related to this free, 12.2 acre facility. As such, MID is **more than happy** to have the use of this facility revert back to the District. This will satisfy an existing need of the District immediately. Given these unfortunate circumstances, MID has decided to enact the two (2) year notice of termination.

As a final attempt and good-faith effort for the residents and tax-payers of Madera, MID's Board has decided to postpone the effective date of the Notice until September 16, 2020, allowing the City of Madera time to reconsider its position related to this agreement. It is with great hope that the City of Madera and, in particular, certain City Council Members take the time to truly understand the benefits this agreement provides to their constituents and reconsider their previous position related to both this agreement and the relationship between MID and the City.

Sincerely,



Thomas Greci, PE
General Manager

cc: City Council, City of Madera
Arnoldo Rodriguez, City Manager, City of Madera

¹ MID understands that over the course of the existing agreement, 17 years, that the City of Madera has not been collecting sufficient funds to meet potential obligations related to storm water. MID highly recommends that regardless of the outcome of this current situation, that the City of Madera begin collecting appropriate funding to meet its obligations immediately.

ATTACHMENT 3

Resolution

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA IRRIGATION
DISTRICT – AIRPORT BASIN**

WHEREAS, the City of Madera (City) and Madera Irrigation District (MID) have determined that a new Project Cooperation Agreement (Agreement) between the City of Madera (City) and Madera Irrigation District (MID) – Airport Basin is required to address areas in which the existing Conjunctive Use Cooperation Agreement (Conjunctive Agreement) Between the City and MID and its Supplemental Agreement do not clearly define the expectations of both parties to the agreement; and

WHEREAS, the City and MID acknowledge the existing Conjunctive Agreement does adhere to current contractual requirements set forth in contemporary agreements wherein the Bureau of Reclamation holds title to land associated with an agreement; and

WHEREAS, the City and MID agree that the Agreement provides benefits to both parties that may eventually result in expanded cooperation and future projects at the basin associated with this agreement.

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

1. The above recitals are true and correct.
2. The Project Cooperation Agreement Between the City of Madera and Madera Irrigation District – Airport Basin, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

**PROJECT COOPERATION AGREEMENT
BETWEEN THE CITY OF MADERA AND THE MADERA IRRIGATION
DISTRICT
AIRPORT BASIN**

This Project Cooperation Agreement (the “*Agreement*”) is dated as of ____, 2020, (the “*Effective Date*”) by and between the Madera Irrigation District (the “*District*”) and the City of Madera (the “*City*”). The District and the City are collectively referred to herein as the “*Parties*.”

RECITALS

WHEREAS, the United States Bureau of Reclamation (USBR) owns Parcel 013-050-001 on which the Parties operate and maintain separate basins (each basin referred to as either “*City Use Area*” or “*District Use Area*”) all of which are capable of recharging water (collectively, the “*District Facilities*”); and

WHEREAS, the Parties entered in a Conjunctive Use Cooperation Agreement on June 21, 2000 (the “*Conjunctive Use Agreement*”), to develop a groundwater recharge program to address the water supply needs of both parties now and in the future as well as current and future storm drainage needs of the City; and

WHEREAS, the Parties entered into Supplemental Agreement No. 1 on February 5, 2003 (the “*Supplemental Agreement*”) to allow City use of 12.2 acres of land located in the City of Madera at the northwest corner of Condor Drive and Avenue 16 as a stormwater retention/recharge basin; and

WHEREAS, the USBR issued a License for the Erection, Maintenance and Operation of Structures agreement dated April 25, 2003 to the City of Madera with a term of twenty-five (25) years.

WHEREAS, the Parties desire to terminate the Conjunctive Use Agreement and the Supplemental Agreement and enter into a new agreement that incorporates contemporary obligations and objectives; and

WHEREAS, under appropriate circumstances, the Parties believe that, through greater cooperation between the Parties, District Facilities may be used more efficiently, and may provide increased benefits for both the District and City, including the promotion and enhancement of groundwater recharge in the Madera Subbasin; and

WHEREAS, as part of the City’s update to the Storm Drainage System Master Plan approved on November 19, 2014, the City currently directs storm water runoff to a 12.2 acre portion of land within the District Facilities; and

AGREEMENT

1. **Term.** The term of this Agreement will commence upon the Effective Date, and will terminate on April 25, 2028 (the “*Termination Date*”) unless terminated earlier under Paragraph 8 of this Agreement. This Agreement can be extended by written documentation, prior to the Termination Date, at each Party’s sole and absolute discretion, for up to an additional twenty-five (25) years beyond the Termination Date if a new license is obtained by the City from the USBR with an expiration date beyond April 25, 2028. Upon termination of the Agreement, all facilities installed under the Agreement shall revert to the District.

2. **Operation of City Use Area.** The City shall be solely and exclusively be responsible for the operation and maintenance of the City Use Area delineated on attached Exhibit A including pipe, outfall structure or other appurtenant improvements associated with the operation of the basin located on the City Use Area, including but not limited to the costs of labor, equipment rental, and permitting subject to the terms and conditions provided herein. The City Use Area is delineated on the Airport Basin Site Map which is attached as Exhibit “A” and incorporated by reference. This Agreement supersedes the Conjunctive Use Agreement and the Supplemental Agreement which are deemed terminated upon the effective date of this Agreement.

A. Operations:

- a. The City shall operate the City Use Area, connecting pipe and other infrastructure in a manner consistent with all applicable local, state and federal laws and regulations.
- b. Each party shall comply with all applicable laws, rules and regulations now existing or that may be enacted or become applicable concerning the performance of this Agreement and the movement, storage, discharge or recharge of waters as contemplated herein. If any party has information or knowledge tending to indicate that the waters to be managed are dangerous or exceed applicable maximum contaminant levels, or that any acts contemplated herein are or would result in, a violation of applicable law, rule or regulation, that party shall promptly notify the other party of such information.
- c. The City will exercise due diligence in operating its storm drain collection system, including prohibiting the discharge of hazardous or other unacceptable material into the storm drain system. Accidental or unlawful hazardous or unacceptable discharges into the City’s system may not be preventable at all times. In any event, such discharges will be confined to the City Use Areas. No discharges into the District’s system will be made by the City without the District approval.

- d. The City shall only discharge stormwater into City Use Area. The City Use Area is identified in Exhibit A attached hereto. In the event of an emergency, with District approval, City may discharge excess quantities of stormwater to adjacent District Facilities, but not to exceed amounts or criteria determined by District.
- e. With City approval, District may discharge water into City Use Area for emergency purposes or to conduct groundwater recharge. Discharges into the City's Use Area shall not exceed amounts or criteria determined by City, subject to Paragraph 3 below. The District will exercise due diligence in its conveyance of water into the City Use Area including prohibiting the discharge of hazardous or other unacceptable material into the City Use Area.

B. Access:

- a. Access to the City Use Area shall be restricted to City employees, equipment and contractors (including engineering consultants) authorized by City. USBR and District personnel shall have access at all times to the City Use Area.
- b. Access to District Use Area by the City or its authorized contractor(s) shall be by District written permission only.
- c. All access gates and the basin interconnecting valve shall be interlocked with City and District locks to allow either agency to operate them, except that the interconnecting, valved pipeline shall only be operated by specifically authorized personnel of the City and the District. The interconnecting, valved pipeline shall only be operated with the full knowledge and consent of the Parties. Each Party shall install, maintain and operate appropriate and effective safety and security features to prevent unauthorized parties from entering their respective use areas or interfering with the activities contemplated by Agreement.

C. Costs: City shall be responsible for all costs of maintaining City Use Area including, but not limited to:

- a. Keep its use area reasonably free of trash and debris, including weed control and abatement.
- b. Maintain side slopes of cut faces and berms by repairing any significant erosion which may threaten the structural integrity of the slope within City Use Area.
- c. Maintain fences and gates for that portion of the site as agreed to between the agencies. Maintain all City-owned facilities located within either City or District use areas. Maintenance of the

valved pipeline connection between the District's and City's use areas shall be on a 50%-50% shared basis.

- d. Provide rodent control within the City Use Area to prevent burrowing animals from causing leakage through berms or erosion problems.
- e. Provide maintenance measures to the City Use Area as may be required by any applicable National Pollution Discharge Elimination System (NPDES) permit(s).
- f. When permission is granted by District for use of its area by City, repair any damage to the District Area caused by the City or its contractors or the agents or employees of either of them. District shall likewise repair any damage to City Use Area when granted use by City.

D. The City shall notify the District in writing prior to making any alterations, additions, or improvements to the City Use Area, including the excavation of soil.

E. Excavation of soil for any use other than those explicitly necessary for City owned infrastructure projects shall be stockpiled for District use.

3. *Acceptance of Surface Water by the City.* In the event the District has excess surface water supplies that are capable of being diverted to recharge in the City Use Area, the District will make these supplies available at its sole discretion and at no cost to the City. The City shall accept the delivery of such water contingent upon City's determination that such water can be accepted without creating basin capacity concerns and convey such water through the District or City pipe into the City Use Area, in an amount equal to or less than the capacity of the City Use Area.

4. *Allocation of Groundwater Benefit.* The District shall retain 100% of the groundwater recharge benefit for any water delivered to the City Use Area unless City purchases water from District in which case City shall retain 100% of the benefit for such delivery. Any groundwater recharge benefit will be determined based on volumetric meter readings subject to installation of such meter. The volume will be measured in acre feet, to the nearest tenth of an acre foot, using a meter owned by the District. The District will submit annual readings and volumetric calculations to the City or when requested by the City, but only when the City purchases water for delivery.

5. *Insurance.* The Parties shall each include the other Party as an additional insured on their respective liability insurance coverage, which coverage shall be in a liability amount of at least One Million Dollars (\$1,000,000.00) combined single limit, or the amount generally carried by the Parties, whichever shall be higher. The Parties shall be named by the other Party as an additional insured by endorsement of the liability policies required by this Paragraph and such endorsement shall name the entity, its officers, officials, employees, and agents. The endorsement shall require the insurer to provide the additional insured with not less than thirty (30) days prior written

notice before any cancellation of the coverage required by this Paragraph. The payment of any such deductible or self-insured retention of liability amounts shall be the sole responsibility of the insured Party. The Parties shall provide the other Party with a certificate of insurance reflecting the insurance coverage required by this Paragraph as soon as practicable after the Effective Date. Such certificates shall also be provided upon renewal of said policies and changes in carriers. If the District utilizes the services of outside design professionals, contractors or any other service providers in the course of designing or constructing the Pipe, the District will obtain appropriate general liability and automobile liability coverage naming both the District and City as additional insured as well as proof of professional liability and workers' compensation coverage with waiver of subrogation in favor of the District and City.

6. *Indemnification.*

A. The City shall at all times indemnify and save harmless the District against and pay in full all losses, damages, or expenses the District may sustain, incur or become liable for, resulting in any manner from the City's maintenance and operation of the City Use Area, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the District's right to indemnity hereunder shall be valid and enforceable against the City regardless of negligence (whether active or passive) on the part of the District, and its officers, agents and employees, unless such injury is a result of the sole negligence of the District.

B. The District shall at all times indemnify and save harmless the City against and pay in full all losses, damages, or expenses the City may sustain, incur or become liable for, resulting in any manner from the District's work under Paragraph 2 herein and also due to the District's maintenance and operation of the District Facilities, including, but not limited to, any such losses, damages or expenses arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, (d) taxes or assessments of any kind, and (e) failure to comply with any legal requirements. It is the intention of the Parties that the City's right to indemnity hereunder shall be valid and enforceable against the District regardless of negligence (whether active or passive) on the part of the City, and its officers, agents and employees, unless such injury is a result of the sole negligence of the City.

7. *Defense.*

A. Upon written Notice from the District, the City agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the District by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the City's operation of the City Use Area. The City shall pay all the costs incident to such defense, including, but not limited to, attorneys'

fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

B. Upon written Notice from the City, the District agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against the City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter related to the District's operation of the District Facilities or resulting from the District's work under Paragraph 2 herein. The District shall pay all the costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

8. **Termination.** This Agreement may be terminated at any time prior to its expiration by providing written Notice to the other Party pursuant to Paragraph 12 below ("*Termination Notice*"). The Agreement will automatically terminate, without further action of either Party, two (2) years from the day following the date upon which such Termination Notice is deemed effective under Paragraph 12 below. If there is a determination that further performance would result in non-compliance with, or a violation of, applicable law or regulation, the Agreement will automatically terminate, without further action of either Party, on the thirtieth (30th) day following the date upon which such Notice is deemed effective under Paragraph 12 below. All groundwater recharged under Paragraph 4 up to and including the date of termination will be recorded and allocated pursuant to Paragraph 4 above. The groundwater recharge benefit for any water recorded and allocated under this Agreement shall continue past the date of termination.
9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations hereunder assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by both parties. The terms of this Agreement are contractual and are the result of negotiation among the Parties. Each Party hereto has cooperated in the drafting and preparation of this Agreement.
10. **Amendments.** This Agreement cannot be amended, modified, or supplemented in any respect except by written agreement entered into by the Parties hereto.

- 11. Severability.** In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- 12. Notice.** Whether expressly so stated or not, all notices, demands, requests and other communications required or permitted by or provided for in this Agreement (“*Notice*”) shall be given in writing to the Parties at their respective addresses set forth below, or at such other address as a Party shall designate for itself in writing in accordance with this Paragraph:

TO THE DISTRICT:

Madera Irrigation District
12152 Road 28^{1/4}
Madera, CA 93637
Attn: General Manager

TO THE CITY:

City of Madera
205 W. 4th Street
Madera, CA 93637
Attn: City Engineer

Notice under this Paragraph may be transmitted (i) by personal delivery, (ii) by delivery by messenger, express or air courier or similar courier, and (iii) by delivery by United States first class certified or registered mail, postage prepaid. Except as otherwise provided in this Agreement, delivery or service of any Notice shall be deemed effective only upon receipt, and receipt shall be deemed to have occurred when the Notice was delivered to the specified address without regard to whether or not a representative of the addressee was present to receive the Notice; provided, any Notice delivered after 5:00 P.M. local time of place of receipt, or on a day other than a Business Day, shall be deemed received on the next succeeding Business Day.

- 13. Liens.** A Party shall not permit to be placed against any property or facility of the other Party, or any part thereof, any design professionals’, mechanics’, materialmen’s, contractors’ or subcontractors’ liens. The Parties each agree to hold the other Party harmless for any loss or expense, including reasonable attorneys’ fees and costs, arising from any such liens which might be filed against the property or facility that is not owned or operated by that Party.
- 14. Execution of Additional Documents.** In addition to, and without replacing any other terms or provisions of this Agreement, each party further assures and represents to each other party that it will execute such other documents and take such other actions as may be reasonably necessary to further the purpose of this Agreement.
- 15. No Third-Party Beneficiary Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns,

and no other person or entity shall have or acquire any right by virtue of this Agreement.

16. No Assignment. Neither Party may assign this Agreement, or any of their respective rights or obligations hereunder, to any other person.

17. Interpretation. Headings in this Agreement are used for convenience only and shall have no force or effect regarding its interpretation or construction. The Parties have each participated in the drafting of this Agreement, and none of the Parties hereto shall be deemed to be the author of this Agreement, and any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Warranty of Authority. Each Party represents and warrants to the other that it has the right, power, and legal capacity and authority to enter into and execute this Agreement, and that the person or persons executing this Agreement on its behalf are authorized to do so and that no approval or consent of any person or entity other than those persons executing this Agreement on its behalf are necessary in connection with each Parties' obligations hereunder.

19. Exhibits. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties at such time as all of the Parties have signed a counterpart of this Agreement. All counterparts so executed shall constitute an Agreement binding on all of the Parties notwithstanding that all of the Parties are not signatories to the same counterpart. Each of the Parties agree that a fully executed copy of this Agreement may be enforced as though it were an original.

21. Recitals. The "Recitals" stated above are hereby incorporated into this Settlement Agreement.

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IN WITNESS WHEREOF, the foregoing Agreement is executed on the date and year first above-written.

ATTEST:

Alicia Gonzales, City Clerk

Approved as to Form:

By: _____
Hilda Cantu Montoy
City Attorney

ACCOUNT NUMBERS(S)

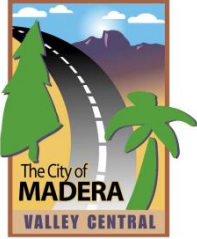
CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

MADERA IRRIGATION DISTRICT:

By: _____

Title: _____



REPORT TO CITY COUNCIL

Approved by:

Ivette Iraheta

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: D-3 _____

SUBJECT:

Lease agreement with MV Public Transportation, Inc. for the City of Madera Transit Center

RECOMMENDATION:

Approve a Lease Agreement between City and MV Public Transportation for the City of Madera Transit Center for Operation of the Madera Metro (Report by Ivette Iraheta)

SUMMARY:

The new Madera Transit Center (MTC) will allow City of Madera (City) and MV Public Transportation, Inc. (MVPTI) to meet the growing needs of public transportation for Madera residents. The new facility will allow expanded and improved service delivery given the resources at the MTC; such as, advanced technology for dispatch staff and drivers, and the increased space to accommodate a growing fleet.

Currently, MVPTI is leasing 975 square feet (sf) at the City's Intermodal building located on N. E St. By entering into a new lease agreement at the MTC, MVPTI operations will be relocated. If approved, this lease will commence on September 3, 2020 and will conclude on June 30, 2023. The City has proposed a monthly rate of \$1,647 per month.

DISCUSSION:

Given the increased demand for public transportation due to a growing population in Madera, the City's Transit Division, MVPTI, the Transit Advisory Board, and other stakeholders have collaborated and strategized on identifying methods to improve and expand public transportation. The construction of the MTC enhances transit service capacities, given technology infrastructure, interior space for dedicated functions, secure and expanded fleet parking spaces, built-in infrastructure for future electrification of fleet, and other amenities.

The term of the lease is for 34 months at a lease rate of \$1,647/month. Staff determined the monthly rent based on the following:

- Current market rates for commercial/industrial building space in Madera is approximately \$1.10/sf
- The MTC is 3,200 sf, thus the market rate equates to \$3,520 per month
- Staff is proposing a rate of \$1,647/month, \$1,873 per month less than market rate
- Currently, MVPTI pays the City \$1/year for rent for the Intermodal building
- MVPTI receives a credit in the amount of \$1,073 per month at the Intermodal. MVPTI would continue to receive this credit at the MTC
- The City would also credit MVPTI \$800 per month with the stipulation that the City will have access to common interior and exterior areas at the MTC. This will allow City staff an opportunity to use the building for training, meetings, events, and other uses, including renting the training room to community organizations that may need it.

A few additional items worth noting:

- Status of the Intermodal on N. E. St.
 - Upon entering into the lease agreement for the MTC, the current lease at the Intermodal will be terminated.
 - Madera Metro will continue to provide bus service at the Intermodal; however, MVPTI staff will not be present
 - Greyhound will continue to operate at the Intermodal, as will Madera Cab Company.
 - The City will continue to be responsible for janitorial services and utilities at the Intermodal
- Operational Costs at the MTC:
 - MVPTI will pay for utilities at the MTC whereas, the City currently pays for utilities at the Intermodal building, and then gets reimbursed a share of those utilities from MVPTI, based on their pro rata usage.
 - The City will pay for janitorial services (Service Masters Clean) and landscaping services (Villa Garden Landscaping) at the MTC.
 - Repairs at the MTC are the responsibility of Madera Metro and MVPTI. Repairs needed are outlined within the lease agreement as exterior (City) and interior (MVPTI).
- Construction of the MTC was funded through PTMISEA (PROP 1B) and FTA grant funds totaling \$5.5 million

- The City does not have outstanding debt for the construction of the building; however, the land was acquired as part of the Freedom Industrial Project whereas the City received land and contributed for off-site improvements
- No General Fund dollars were used to construct the MTC
- The lease will generate \$19,764 per year for the City's Transit Division
- The transit fund is funded through grants and does not impact the City's General Fund

At the conclusion of the lease agreement, should MVPTI wish to extend the lease agreement, MVPTI is required to notify City 120 days before June 30, 2023, requesting that it be extended.

It is also worth noting that MVPTI and the City have an agreement that the former will provide transit operation services through June 30, 2021, with option to extend through June 30, 2022. Should their operations agreement be terminated, then the lease agreement will also be terminated, and vice versa.

FINANCIAL IMPACT:

The negotiated lease requires that MVPTI pay for telephone and communication services and utilities including but not limited to water, sewer, gas, electricity, and solid waste. There is no expense to the City's General Fund. The lease will generate \$19,764 for City's Transit Division, based on a rate of \$1,647/month. The lease will not impact the General Fund because this activity falls exclusively within the transit budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

- Strategy 121:
 - Multi-modal transportation: Develop a city-wide multi-modal transportation plan to ensure safe, affordable and convenient transportation modes for residents and businesses within Madera.
- Strategy 121.10
 - Add facilities and amenities for the public.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 431.1:
 - Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions.

ALTERNATIVES:

As an alternative, Council may:

1. Direct staff to continue to negotiate the lease with MV Public Transportation, Inc. at a different cost.

2. Direct staff to alter terms of the lease.

ATTACHMENTS:

1. Resolution
2. Lease Agreement
 - Exhibit A: City of Madera Transit Center
 - Exhibit B: City of Madera Transit Building

Resolution 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A THIRTY-FOUR MONTH LEASE AGREEMENT
WITH MV PUBLIC TRANSPORTATION, INC. FOR THE CITY OF MADERA
TRANSIT CENTER**

WHEREAS, the City has agreed to terminate the current lease agreement with MV Public Transportation, Inc. for property located at 123 North E Street; and

WHEREAS, the Mayor will execute a new 34-month lease agreement allowing MV Public Transportation, Inc. to utilize the Madera Transit Center located at 1951 Independence Drive for operation of Madera Metro; and

WHEREAS, the current market rate for commercial/industrial building space in Madera is approximately \$1.10 per square foot; and

WHEREAS, the market rate for the Madera Transit Center equates to \$3,520 per month; and

WHEREAS, MV Public Transportation, Inc. will continue to receive a monthly credit in the amount of \$1,073 at the Madera Transit Center; and

WHEREAS, the City and MV Public Transportation, Inc. have agreed to allow the City to have access to the interior and exterior common areas of the Madera Transit Center, for the duration of the lease for a credit of \$800 per month from the City; and

WHEREAS, MV Public Transportation, Inc. agree to a monthly rent of \$1,647 in the proposed agreement; and

WHEREAS, MV Public Transportation, Inc. is responsible for telephone and communication services as well as all utilities including but not limited to water, sewer, gas, electricity, and solid waste; and

WHEREAS, the lease requires the City to make repairs to the exterior of the Madera Transit Center, unless MV Public Transportation, Inc. is at fault for damages, and for MV Public Transportation Inc. to make repairs to the interior of the Madera Transit Center; and

WHEREAS, the City and MV Public Transportation, Inc. now desire to enter into a new lease agreement beginning September 3, 2020 that is agreeable to both parties; and

WHEREAS, at the conclusion of the lease agreement, should MV Public Transportation, Inc. wish to extend the lease agreement, MV Public Transportation, Inc. is required to notify City 120 days prior to June 30, 2023, the termination date of the agreement.

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 MV Public Transportation, Inc. for the Madera Transit Center.
3. This resolution is effective immediately upon adoption.

**LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND
MV PUBLIC TRANSPORTATION, INC.**

This Lease Agreement ("Lease") is entered into on _____, 2020, by and between the City of Madera, a municipal corporation ("Lessor") and MV Public Transportation, Inc. (Lessee).

1. Agreement. Subject to the terms and conditions and for the consideration set forth in this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, that certain real property located at 1951 Independence Drive, Madera, California (referred to hereinafter as the "Premises"), owned by Lessor, and which is more particularly described in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference.

2. Rent. Lessee agrees to pay rent to Lessor in the amount of \$1,647.00 per month. Payment of rent shall be made 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 Lessee 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 September 3, 2020, and shall continue through June 30, 2023. If Lessee wishes to extend the Lease, Lessee shall send a written notice to Lessor 120 days before June 30, 2023, asking that the term be extended for an additional period of time. If Lessor decides to lease the Premises, the parties may negotiate to extend the term of this LEASE under terms and conditions mutually acceptable.

(b) Lessee may, at Lessee's option, terminate this Lease upon ninety (90) days written notice to Lessor.

4. Use of Premises.

(a) Sole Use: The Premises are leased to Lessee for the sole use as the only bus terminal for the Madera Metro Fixed Route and Dial-A-Ride operations and for uses collateral thereto.

(b) Lessor's Use: The Lessor shall have reasonable access to the Training Room, Bus Wash Area, and Outdoor Courtyard, Restrooms, and Parking. The Lessor will provide Lessee with reasonable notice of at least 72 hours of its intended use of such areas. The Lessor's use under

this section may not disrupt the daily operations of the Lessee during normal business hours.

(c) No Detriment to Insurance: Lessee 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.

(d) Assignments and Encumbrances: Lessee 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, Lessee shall not sublet the property or any part thereof.

(e) Signs: Any and all signs or advertisements of any nature extending into, on, or located on the Premises shall conform to all City zoning and building codes. Lessee must submit a request on its letterhead and shall not commence construction, installation, or use of signs until approved by the Lessor. Approval by Lessor will not be unreasonably withheld as to location, graphics, type, content, architecture or engineering standards.

(f) Vending: Lessor has the right to place vending machines within the Building of Premises and is entitled to all income derived therefrom.

(g) Public Access: Members of the public shall have access during Lessee's normal business hours by way of the Common Area identified in Exhibit B.

5. Maintenance and Repair

(a) General Requirement: Lessee 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: Lessee shall be responsible to repair any damage arising from the negligence of Lessor or its agents, employees, or invitees.

(c) Exterior of Building: Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior side walls. Lessor shall be granted access to complete maintenance and repairs to the exterior of the building during hours of operation. Lessor will coordinate with Lessee to minimize impact of daily operations. Lessor will repair any exterior vandalism not limited to physical damage, graffiti and similar items. However, Lessor will not be responsible to repair any exterior vandalism where it is determined that it has been caused by agents, employees, or invitees of Lessee.

(d) Interior of Building: The Lessee shall provide, perform and pay for day-to-day maintenance, repair, and janitorial services for the Building. Lessor shall be responsible for maintenance and repair of the Building including roofing, air conditioning major plumbing and/or major structural repairs. Lessor shall not be responsible for interior theft or vandalism of the Building.

(e) Compliance with Laws: Lessee shall, at Lessee'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.

(f) Surrender of Premises: On termination of this Lease, Lessee 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 Lessee shall be responsible for securing and paying for telephone and communication services and all utilities including but not limited to water, sewer, gas, electricity, and solid waste.

7. Alterations and Mechanics' Liens.

(a) Lessee 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) Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Premises caused by Lessee's removal of its personal property, trade fixtures, or equipment.

(d) Lessee 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 Lessee, or obligations incurred by Lessee.

8. Waste or Nuisance. Lessee shall not commit, nor permit others to commit, any waste upon the Premises. Lessee shall not maintain, commit, nor permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

9. Taxes and Assessments. Lessee shall pay, prior to delinquency, Lessee's possessory interest, leasehold tax interest, and personal property taxes, which may arise out of Lessee's use of the Premises during the term of this Lease. On demand, Lessee shall provide to Lessor satisfactory evidence of payment of taxes. Lessor shall pay any real property taxes.

10. Possession. Lessee 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 Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee 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

Lessee shall maintain limits no less than:

\$2,000,000 General Liability (including operations, products and completed operations) per occurrence, \$5,000,000 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 to provide that the Lessor 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 Lessee 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.

Worker's Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Lessee 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.

Property insurance against all risks of loss to any Lessee improvements or betterments.

Maintenance of Coverage

Lessee 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 Lessee's occupancy of the premises, its agents, representatives, or employees as specified in this Agreement.

Proof of Insurance

Lessee 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 performance. 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 Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non estoppel)

Lessee acknowledges and agrees that any actual or alleged failure on the part of the Lessor to inform Lessee 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 Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Notice of Cancellation

Lessee 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

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

Additional Insurance

Lessee 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.

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 Lessee 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, Lessee shall use reasonable efforts to minimize disruption to Lessee's operations.

13. Acceptance by Lessee. Lessee accepts the Premises, as well as the improvements thereon in their present condition. Lessee agrees with, and represents to Lessor, that the Premises have been inspected by him and that Lessee 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 Lessee 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 Lessee, and Lessee 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 Lessee resulting from the acts or omissions of Lessor or Lessor's authorized agents.

15. Indemnification and Hold Harmless. Throughout the term of this Lease, Lessee shall indemnify, hold harmless, and defend Lessor from all damages, injuries, claims, losses or suits arising in out of or in connection with the performance of this Lease. The Lessor shall be entitled to recover upon such indemnity upon becoming liable and without payment of any claim demand, damages or cost; and Lessee shall defend Lessor (at Lessor's option) against such claim, demand, lawsuit, or liability except if caused by the sole negligence of Lessor.

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. Lessee 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 Lessee. The insolvency of Lessee, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, the making of a general assignment by Lessee for the benefit of creditors, or an action taken or suffered by Lessee 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 Lessee's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Lessee 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:

Lessee: MV Public Transportation, Inc.
Attn: Legal Department
2711 Haskell Ave., Ste. 1150
Dallas, TX 75204

Lessor: City of Madera
Attn:
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 Lessee respecting the Premises, and correctly sets forth the obligations of Lessor and Lessee 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.

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 Lessee 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 Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee 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 Lessee and Lessor, all with the same force and effect as though the same counterpart had been executed by both Lessee and Lessor.

29. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee 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 Lessee 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

MV PUBLIC TRANSPORTATION, INC.

By: _____
Andrew J. Medellin
Mayor

By: _____

Title: _____

ATTEST:

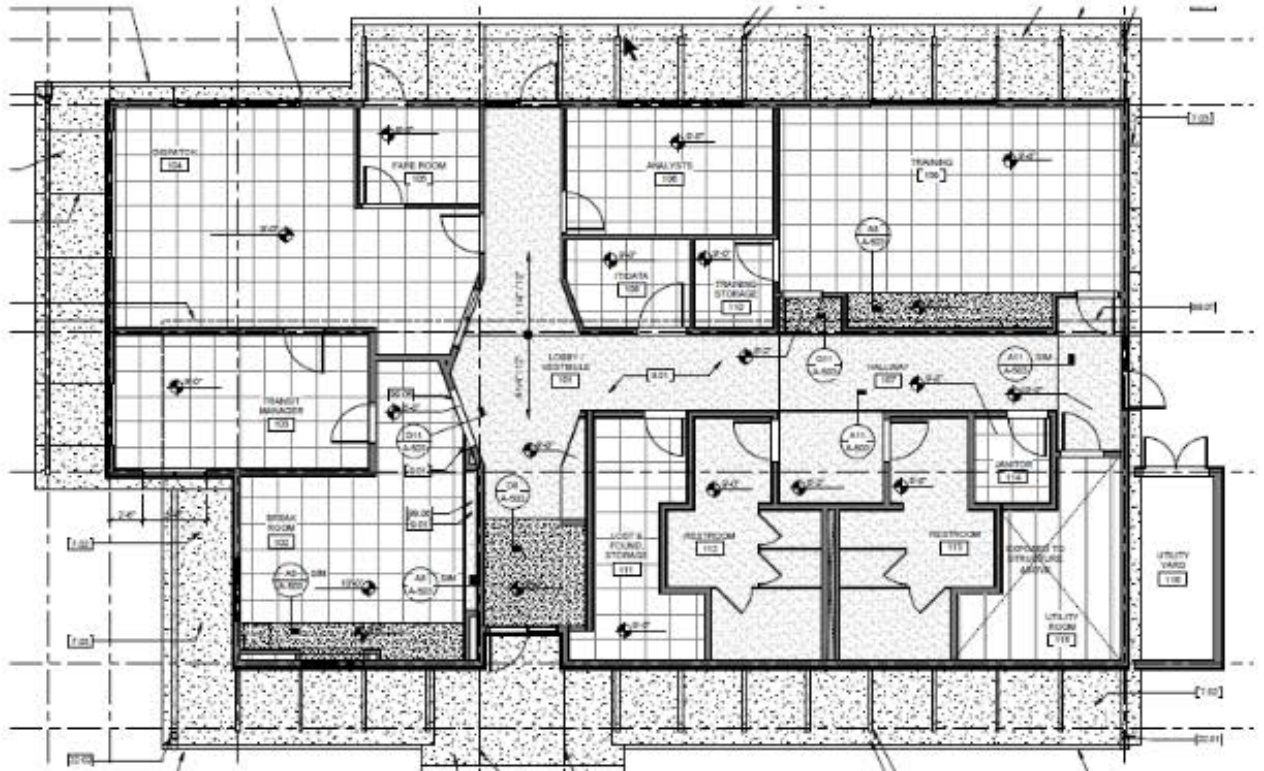
By: _____
Alicia Gonzales
City Clerk

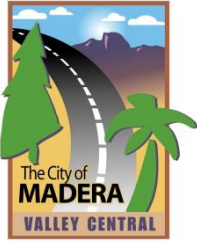
(Tax Payer I.D. Number)

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy
City Attorney

EXHIBIT A - CITY OF MADERA TRANSIT CENTER





REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: September 2, 2020

Agenda Number: E-1

SUBJECT:

Designation of a Voting Delegate and Alternates for the League of California Cities 2020 Annual Conference

RECOMMENDATION:

Staff recommends that the City Council designate a voting delegate and up to two alternates for the 2020 League of California Cities' Annual Business Meeting

SUMMARY:

This year's League of California Cities Annual Conference is scheduled for Wednesday, October 7, through Friday, October 9, 2020. The Annual Conference will be held via a virtual event, due to the factors related to the COVID-19 pandemic.

One important aspect of the Annual Conference is the annual Business Meeting when the membership acts on conference resolutions. The Business Meeting will take place on Friday, October 9, 2020.

To expedite the conduct of business, every City is being requested to designate a voting representative and up to two alternates from the City who will be present at the Business Meeting. League bylaws provide that each city is entitled to one vote to determine a city position in matters affecting municipal or League policy matters.

DISCUSSION:

As of the writing of this report, there are no Councilmembers registered to attend the conference.

Besides other business which takes place at the meeting, several resolutions are voted on which reflect policy issues facing the State. The resolutions adopted are forwarded to the State and action is encouraged.

Each City that is a member of the League of California Cities is encouraged to designate a voting delegate to represent them at the League. The delegate will have the authority to vote on the resolutions at the meeting. The attached report from the League outlines the procedures for the meeting and describes each resolution that has been submitted for consideration.

This year there is one resolution for consideration:

1. Amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities.
 - The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.
 - Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content.
 - If enacted, the resolution would enable the League of California Cities to urge Congress to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.
 - While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.
 - Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

The attached correspondence from the League (Attachment 1) requests that the Council designate a voting delegate and up to two alternates to represent the City at the League's Annual Business Meeting. Also attached is the League's 2020 Annual Conference Resolutions Packet (Attachment 2) with additional background on the proposed resolution.

The conference takes place from October 7-9, 2020, with the Business Meeting taking place on the 9th.

FINANCIAL IMPACT:

There is no direct fiscal impact associated with designating a voting delegate and two alternates for the 2020 League of California Cities' (League) Annual Business Meeting, sans preparation of this staff report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may elect not to designate a voting delegate and alternates and forfeit the City's voting ability at this year's League of CA Cities Annual Business Meeting.

ATTACHMENTS:

1. Letter from the League of CA Cities
2. League's 2020 Annual Conference Resolutions Packet



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: Los Angeles County Division

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
Bijan Mehryar, Legislative Representative
Caroline Cirrincione, Policy Analyst
Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation's Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation's focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators' peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the "Black Lives Matter" movement. It has been uncovered that these "flash robs"¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an "interactive computer service" who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The "flash robs" phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders’ respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution’s impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone’s privacy?*

Support:

The following letters of concurrence were received:

- City of Hawaiian Gardens
- City of Lakewood
- City of Ontario
- City of Rancho Cucamonga
- City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Jeff Wood
Vice Mayor

Steve Craft
Council Member



Todd Rogers
Mayor

Ariel Pe
Council Member

Diane DuBois
Council Member

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood



PAUL S. LEON
MAYOR

SCOTT OCHOA
CITY MANAGER

DEBRA DORST-PORADA
MAYOR PRO TEM

August 6, 2020

SHEILA MAUTZ
CITY CLERK

ALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

JAMES R. MILHISER
TREASURER

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
Council Member
League of California Cities Board Member

- c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
- Meg Desmond, League of California Cities - mdesmond@cacities.org
- Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
- Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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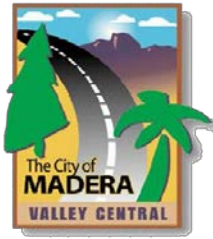
On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

A handwritten signature in blue ink, appearing to read "John B. Allard II", is written over a horizontal line.

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



Madera City Council Agenda 09/02/20
Agenda Item E-2

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.