



## Regular Meeting of the Madera City Council

205 W. 4<sup>th</sup> Street, Madera, California 93637

### NOTICE AND AGENDA

Wednesday, February 3, 2021  
6:00 p.m.

Council Chambers  
City Hall

---

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website at [www.madera.gov/live](http://www.madera.gov/live). Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 933 4673 6867# followed by \*9 on your phone to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> Street, Madera, CA 93637.

---

#### **CALL TO ORDER:**

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

**INVOCATION:** Pastor Tim Echevarria, New Harvest Christian Church

#### **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)
2. Proclamation Recognizing the Month of February as Black History Month
3. OLIVE Safehouse: A new home for victims of human trafficking (Report by Daniel Foss)

**INTRODUCTIONS:** None

**A. WORKSHOP:**

**A-1 Workshop on Proposal to Update City of Madera Animal Control Regulations**

**Recommendation:** Consider Workshop Presentation and Provide Direction to Staff (Report by Arnoldo Rodriguez)

**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 – 11/04/2020**

**Recommendation:** Approve the City Council Minutes of November 4, 2020

**B-2 Informational Report on Register of Audited Demands for January 9, 2021 to January 22, 2021**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-3 Appointment to the City's Beautification Committee**

**Recommendation:** Adopt a Resolution approving Mayor Garcia's appointment of Miguel Gonzalez to the Beautification Committee (Report by Arnoldo Rodriguez)

**C. PUBLIC HEARINGS:** None

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

**D-1 Agreements with Alliant Insurance Services, Inc., to Serve as the City of Madera's Consultant and Broker of Record for Employee Health and Welfare Benefits at a Cost of \$45,000 per year**

**Recommendation:**

Adopt a Resolution Approving:

- 1) A Consulting Services Agreement with Alliant Insurance Services, Inc.; and
- 2) A Business Associate Agreement between the City of Madera and Alliant Insurance Services, Inc. (Report by Wendy Silva)

**E. ADMINISTRATIVE REPORTS:**

**E-1 Madera County Economic Development Commission 2021/2022 Annual Basic Service Level Budget**

**Recommendation:** Consideration of a Minute Order Approving the Madera County Economic Development Commission 2021/2022 Annual Basic Service Level Budget (Report by Bobby Kahn)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:**

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

**G. CLOSED SESSION:**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)  
One Case: City of Madera v. High Speed Rail Authority

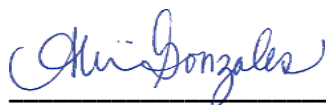
**G-2 Conference with Labor Negotiators**

Pursuant to Government Code Section 54957.6  
Agency Designated Representatives: Mayor Santos Garcia and Councilmember Cece Gallegos  
Unrepresented Employee: City Manager

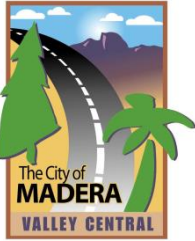
**ADJOURNMENT:** – Next regular meeting on February 17, 2021

- 
- 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.
- 

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 February 3, 2021 near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 7:00 p.m. on January 28, 2021.

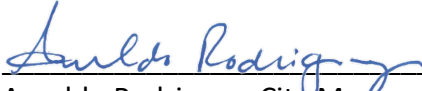


Alicia Gonzales, City Clerk



**REPORT TO CITY COUNCIL**

**Approved by:**

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** February 3, 2021

**Agenda Number:**     A-1    

**SUBJECT:**

Workshop on Proposal to Update City of Madera Animal Control Regulations

**RECOMMENDATION:**

This workshop is intended as a discussion on the basic components of the current ordinance, and recommendations for amending the ordinance.

**SUMMARY:**

City of Madera residents have approached Council from time to time requesting several factors of the current City municipal code pertaining to animal laws be expanded on and updated. The purpose of this document is to provide an overview of the current ordinance and possible recommendations to improve the ordinance to have a more responsible animal code and responsible pet ownership standards.

**DISCUSSION:**

The current ordinance as it reads, can be found in Chapter V: Sanitation and Health – Chapter 1: Animals and was passed on July 15, 1998. The ordinance does cover such items as licensing requirements, leash law, kennel licensing and permits, vaccination of dogs, abatement, and hearing/appealing procedure for the return of a dog to its owner.

There are factors the current ordinance does not cover, and proposed language that can be considered to augment on the responsibility and standards of animal ownership within the City.

*Spay and Neuter Standards*

Animal welfare concerns include overcrowding and the lack of education for care of these animals. Many time this concern may be addressed with having spay and neuter standards that residents must abide by, to prevent pet homelessness or animal hoarding.

The current ordinance does not have language that requires spaying and neutering of dogs and cats.

Staff is proposing setting spay and neuter standards and requirements to help prevent pet homelessness and advocate for the medical and behavioral benefits these procedures may bring to the animal.

### Animal Limits and Enforcement

Many municipalities in California have adopted ordinance language which limit the number of animals per household, inclusive of dogs, cats, and livestock within jurisdictional limits.

There is concern over the need to establish a set quantity of animals, as appropriate for a typical residential property. The current ordinance does not have language that limits the number of animals a residence may have.

Staff is proposing setting a clear, aggregate limit on the number of animals allowable in a typical residential property within the City limits. This could include a cap on the total number of animals allowed, or possibly dividing this limit between domestic animals and livestock.

### Animal Care

Responsible pet ownership is a crucial component of a health community. Animal care has an impact on the household, the community, and the environment. Animal welfare concerns range from the care of animal through accessibility to food, water, shelter, clean and sanitary living space, and veterinary care. The current ordinance does not have set language expressing animal care standards that may result in preventing animal abuse, inhumane treatment, and conditions.

Staff is proposing setting language that would advocate for the humane care and treatment of all animals, should residents choose to have animals under their responsibility. Language would include animals are not to be abused, the prevention of killing or butchering of animals, cage and pen requirements, and sanitary living spaces for animals.

### **FINANCIAL IMPACT:**

The fiscal impact at this time is unknown; however, staff time and legal counsel will be required.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The ordinance amendment will further apply the core vision statements in the Vision Plan of "A Safe, Healthy Environment" by advancing the goals of health, safety, and general welfare of City's residents.

### **ALTERNATIVES:**

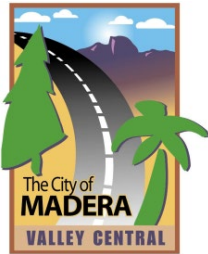
The Council could consider alternatives other than staff's recommendation of introduction of the

ordinance. Those include:

1. Discontinue the ordinance amendment process.
2. Continuing the item with direction to staff to provide additional information to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

**ATTACHMENTS:**

No attachments.



Item:	B-1
Minutes for:	11/04/2020
Adopted:	02/03/2021

**Minutes of a Regular Meeting of the Madera City Council**

**November 4, 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: 918 3685 1693# followed by \*9 on your phone to speak. Comments will also be accepted via email at [citycouncilpubliccomment@madera.gov](mailto:citycouncilpubliccomment@madera.gov) or by regular mail at 205 W. 4<sup>th</sup> 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 Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources 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 Work Director Dan Foss, Associate Civil Engineer Victor Aldama, and Part Time Engineering Project Manager Jerry Martinez

**INVOCATION:** Pastor Fred Thurman, New Life Assembly of Madera

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

**ON MOTION BY COUNCILMEMBER RODRIGUEZ AND SECONDED BY COUNCILMEMBER GALLEGOS, THE AGENDA WAS APPROVED 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**

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.*

**ON MOTION BY COUNCILMEMBER GALLEGOS AND SECONDED BY COUNCILMEMBER RODRIGUEZ, THE CONSENT CALENDAR WAS APPROVED 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 – 9/2/20, 10/21/20 (Special Meeting)**

**Recommendation:** Approve the City Council Minutes of 9/2/20, 10/21/20 (Special Meeting)

**B-2 Informational Report on Register of Audited Demands for Oct. 10, 2020 to Oct. 23, 2020**

**Recommendation:** No Action Required (Report by Roger Sanchez)

**B-3 Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc.**

**Recommendation:** Approve by Minute Order a Revised Attachment B: Indemnification and Insurance to the Legal Services Agreement with Abbott & Kindermann, Inc. (Report by Arnolando Rodriguez)



**B-4 Acceptance of Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07)**

**Recommendation:** Adopt a Resolution

- a. Accepting the Improvements for Melanie Meadows Phase I Subdivision (Tract No. 06-S-07)
- b. Authorizing the Filing of the Notice of Acceptance for Said Subdivision Improvements
- c. Authorizing Staff to Record the Notice of Acceptance of Subdivision Improvements (Report by Keith Helmuth)

**RES 20-151** A RESOLUTION ACCEPTING IMPROVEMENTS FOR MELANIE MEADOWS PHASE I SUBDIVISION (TRACT NO. 06-S-07), AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE FOR SAID SUBDIVISION IMPROVEMENTS AND AUTHORIZING STAFF TO RECORD THE NOTICE OF ACCEPTANCE

**C. PUBLIC HEARINGS:** None

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

**D-1 Agreement for Professional Legal Services with Telecom Law Firm PC to Update the City's Municipal Code Regulating Wireless Facilities**

**Recommendation:** Adopt a Resolution Approving an Agreement with Telecom Law Firm PC for Professional Legal Services in the Amount of \$37,100 to Prepare an Ordinance, Permit Application(s) and Related Administrative Materials, and to Authorize Additional Ad Hoc Consultation and Legal Services Related to Telecommunications Infrastructure Regulation, Policy, Technology or Transactions up to an Amount not to Exceed \$5,600 (Report by Gary Conte)

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

**RES 20-152** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN THE CITY OF MADERA AND TELECOM LAW FIRM, PC AND AUTHORIZING BUDGET TRANSFER

**D-2 Overlay of the Parking Lots at Fire Station No. 56 (N. Lake Street) and 57 (S. Schnoor Avenue)**

**Recommendation:** Adopt a Resolution Approving the Contract Award to Overlay the Parking Lots at Fire Station No. 56 and 57 in the Amount of \$203,300.85 to Dave Christian Construction Company, Inc. (City Project No. FD-00001 and FD-00003) and Authorizing Construction Contingencies and Construction Management Services Relating to the Contract (Report by Keith Helmuth)

City Engineer Keith Helmuth indicated that there were discrepancies in Table 1 and Table 2 of the staff report, however, the resolution and the agreement are correct.

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

**RES 20-153** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CONTRACT AWARD TO OVERLAY THE PARKING LOTS AT FIRE STATION NO. 56 AND 57 IN THE AMOUNT OF \$203,300.85 TO DAVE CHRISTIAN CONSTRUCTION COMPANY, INC. (CITY PROJECT NO. FD-00001 AND FD-00003) AND AUTHORIZING CONSTRUCTION CONTINGENCIES AND CONSTRUCTION MANAGEMENT SERVICES RELATING TO THE CONTRACT

**E. ADMINISTRATIVE REPORTS**

**E-1 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 Arnolando 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.*

No Council reports were contributed.

**G. CLOSED SESSION**

**G-1 Conference with Legal Counsel – Anticipated Litigation**

Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)  
One Case: City of Madera v. High Speed Rail Authority

**G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8**

Property: 1 Parcel  
City of Madera APN: 035-080-026  
Agency Negotiator(s): Keith Helmuth  
Negotiating Party: Jason Sanders  
Under Negotiations: Price and Terms

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 6:50 p.m.

Council returned from closed session at 7:20 p.m. with six (6) Councilmembers present as Mayor Medellin did not return with them.

City Attorney Hilda Cantu Montoy stated there was no reportable action and Mayor Pro Tem Garcia adjourned the meeting.

**ADJOURNMENT:** The meeting was adjourned at 7:20 p.m. Next regular meeting on November 18, 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.

---

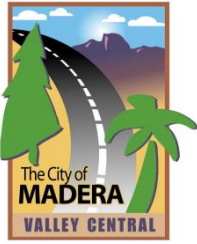
ALICIA GONZALES, City Clerk

---

SANTOS GARCIA, Mayor

---

MINUTES PREPARED BY  
ZELDA LEON, Deputy City Clerk



**REPORT TO CITY COUNCIL**

**Approved by:**

\_\_\_\_\_  
 Department Director

\_\_\_\_\_  
 City Manager

**Council Meeting of:** February 3, 2021

**Agenda Number:** B-2

**SUBJECT:**

Informational Report on Register of Audited Demands

**RECOMMENDATION:**

Review Register of Audited Demands Report for January 9, 2021 to January 22, 2021.

**SUMMARY:**

The Register of Audited Demands for the City covering obligations paid during the period of January 9, 2021 to January 22, 2021 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	28504 - 28578	\$3,700,864.42

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$595,481.65
<i>SDI</i>	EDD	\$2,398.48
<i>CalPERS Payment</i>	CalPERS	\$262,724.29

**DISCUSSION:**

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

**FINANCIAL IMPACT:**

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

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

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

February 3, 2021

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28504	01/12/2021	WWTP	WWTP	TERRAFORM POWER, LLC.	MADERA WTP NET GENERATION 11/01/2020-11/30/20	\$ 10,459.31
28505	01/12/2021	PARKS	AIRPORT OPS	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 236.76
28505	01/12/2021	PARKS	CENTRAL ADMIN	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 2,764.33
28505	01/12/2021	PARKS	COMM & REC	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 4,054.14
28505	01/12/2021	PARKS	ENGINEERING	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 2,183.67
28505	01/12/2021	PARKS	FINANCE	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 186.25
28505	01/12/2021	PARKS	INTERMODAL	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 439.92
28505	01/12/2021	PARKS	PD ADMIN	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 3,611.91
28505	01/12/2021	PARKS	SEWER OPS	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 576.83
28505	01/12/2021	PARKS	SOLID WASTE	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 1,395.00
28505	01/12/2021	PARKS	UB - GARBAGE	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 186.27
28505	01/12/2021	PARKS	UB - SEWER	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 186.27
28505	01/12/2021	PARKS	UB - WATER	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 372.52
28505	01/12/2021	PARKS	WATER QUALITY	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 177.24
28505	01/12/2021	PARKS	WWTP	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 690.20
28505	01/12/2021	PARKS	SOLID WASTE	SERVICEMASTER BY J&C BROWN	DECEMBER JANITORIAL SERVICE	\$ 576.84
28506	01/12/2021	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	JANUARY 2021 DENTAL INSURANCE	\$ 442.96
28506	01/12/2021	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	JANUARY 2021 DENTAL INSURANCE	\$ 14,123.40
28507	01/12/2021	ENGINEERING	GENERAL CAPITAL	ENGIE SERVICES U.S. INC.	ENGIE SERVICES CONTRACT PROJECT NO. CN-000497	\$ 1,570,611.70
28508	01/12/2021	WATER	WATER CAPITAL	RYAN PROCESS INC	W-35 WATER CHLORINATOR	\$ 175,633.97
28509	01/12/2021	ENGINEERING	WATER CAPITAL	DAVIDS ENGINEERING, INC.	PROFESSIONAL SERVICES	\$ 371.50
28510	01/12/2021	CITY ADMIN	CITY ATTORNEY	ABBOTT AND KINDERMANN, INC.	LEGAL SERVICES	\$ 7,936.55
28511	01/12/2021	FINANCE	COMM PROMO	MADERA COUNTY ARTS AUTHORITY	MCAA START UP FUNDS	\$ 29,920.00
28512	01/12/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WEEKLY SAMPLING	\$ 532.00
28512	01/12/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY, INC.	4TH QUARTER SAMPLING	\$ 989.00
28513	01/12/2021	FINANCE	AIRPORT OPS	AT&T	12/20 CALNET 3 SERVICE 9391026409	\$ 23.41
28513	01/12/2021	FINANCE	CENTRAL ADMIN	AT&T	12/20 CALNET 3 SVS 9391026410	\$ 21.31
28513	01/12/2021	FINANCE	COMM & REC	AT&T	11/20 CALNET 3 SERVICE 9391026396	\$ 138.32
28513	01/12/2021	FINANCE	FINANCE	AT&T	12/20 CALNET 3 SVS 9391026410	\$ 21.31
28513	01/12/2021	FINANCE	HR/RISK MGT	AT&T	12/20 CALNET 3 SVS 9391026412	\$ 22.98
28513	01/12/2021	FINANCE	PARKS	AT&T	12/20 CALNET 3 SVS 9391026412	\$ 163.28
28513	01/12/2021	FINANCE	PARKS ADMIN	AT&T	12/20 CALNET 3 SERVICE 9391031580	\$ 192.66
28513	01/12/2021	FINANCE	SEWER OPS	AT&T	12/20 CALNET 3 SERVICE 9391031570	\$ 210.49
28513	01/12/2021	FINANCE	SEWER OPS	AT&T	12/20 CALNET 3 SVS 9391026410	\$ 44.27
28513	01/12/2021	FINANCE	SR CITIZEN	AT&T	12/20 CALNET 3 SVS 9391026415	\$ 61.72
28513	01/12/2021	FINANCE	WWTP	AT&T	12/20 CALNET 3 SVS 9391026405	\$ 55.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28513	01/12/2021	FINANCE	MEAS K - PD	AT&T	12/20 CALNET 3 SERVICE 9391020514	\$ 166.16
28514	01/12/2021	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	MUNICODE SUPPLEMENT	\$ 923.57
28515	01/12/2021	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 583.50
28516	01/12/2021	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 2 FY 20/21	\$ 715.20
28517	01/12/2021	ENGINEERING	LTF - STREETS	CALIFORNIA DEPT OF FISH AND WILDLIFE	EXTENSION FEE BIKE TRAIL AT GATEWAY AND UPRR	\$ 628.75
28518	01/12/2021	CITY CLERK	CITY CLERK	CNA SURETY	BOND - DEPUTY CITY CLERK	\$ 100.00
28519	01/12/2021	FINANCE	PD ADMIN	COMCAST	12/22/2020-01/21/2021 SVS 8155500320092096	\$ 86.13
28520	01/12/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	NOVEMBER 2020 NEWSLETTER	\$ 295.79
28520	01/12/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	NOVEMBER 2020 NEWSLETTER	\$ 295.79
28520	01/12/2021	FINANCE	UB - WATER	DATAPROSE, LLC	NOVEMBER 2020 NEWSLETTER	\$ 591.59
28521	01/12/2021	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	1ST QTR ACTUAL BILLING FOR CITY CONTRACT FY 20/21	\$ 805,473.48
28522	01/12/2021	FIRE	MEAS K - FIRE	DIAMOND COMMUNICATIONS	FIRE ALARM MONITORING	\$ 35.00
28522	01/12/2021	GRANTS	TRANSIT CENTER	DIAMOND COMMUNICATIONS	ALARM MONITORING	\$ 240.00
28523	01/12/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MEDICAL CLAIMS PAYMENT FUND	\$ 60,000.00
28524	01/12/2021	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 12/16/2020-12/31/2020	\$ 13,050.00
28525	01/12/2021	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	\$ 481.00
28526	01/12/2021	FINANCE	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 200.00
28526	01/12/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO UB ACCT	\$ 200.00
28526	01/12/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 296.58
28526	01/12/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 186.00
28527	01/12/2021	UB - WATER	WATER CONSERV	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 742.00
28528	01/12/2021	FLEET	FLEET MAINT	MADERA CO. ENVIRONMENTAL HEALTH DEPT	CUPA FEES FACILITY ID: FA0100367	\$ 788.00
28529	01/12/2021	FINANCE	DOWNTOWN BID	MADERA DOWNTOWN ASSOC.	FY 20/21 2ND QTR ASSESSMENTS PAYABLE	\$ 4,898.98
28530	01/12/2021	FINANCE	ENGINEERING	WILLDAN FINANCIAL SERVICES	CFD 2005-1 & 2006-1 ADMIN FEE JAN- MARCH 2021	\$ 2,686.68
28530	01/12/2021	FINANCE	ENGINEERING	WILLDAN FINANCIAL SERVICES	CFD 2005-1 & 2006-1 ADMIN FEE OCT-DEC 2020	\$ 2,439.24
28531	01/12/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICE 8126770647-1	\$ 557.69
28531	01/12/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/20 SERVICE 8307681856-2	\$ 33.92
28531	01/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 3499945233-6	\$ 63.63
28531	01/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 7949615676-5	\$ 19.35
28531	01/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 3819620697-3	\$ 196.50
28531	01/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 8178280304-3	\$ 86.26
28531	01/12/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 3642526071-2	\$ 62.73
28531	01/12/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/20 SERVICE 2173157566-4	\$ 1,147.86
28531	01/12/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICE 9172110863-6	\$ 5,306.32
28531	01/12/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICE 9651992016-7	\$ 150.20
28532	01/12/2021	WWTP	WWTP	POLYDYNE INC.	WATER AND WASTEWATER TREATING CHEMICALS	\$ 10,083.49
28533	01/12/2021	AIRPORT	AIRPORT OPS	REINARD W. BRANDLEY CONSULTING	CONSULTANT ENGINEER	\$ 2,061.25
28534	01/12/2021	AIRPORT	AIRPORT OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5C200101003	\$ 4,082.00
28534	01/12/2021	SEWER	SEWER OPS	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE - FAC ID: 5SS011322	\$ 15,269.00
28535	01/12/2021	HR	INS/RISK MGT	SUPERIOR VISION INC.	JANUARY 2021 VISION INSURANCE	\$ 75.63

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28535	01/12/2021	HR	PAYROLL TRUST	SUPERIOR VISION INC.	JANUARY 2021 VISION INSURANCE	\$ 2,181.99
28536	01/12/2021	IS	COMPUTER MAINT	TYLER TECHNOLOGIES INC.	EXECUTIME ANNUAL MAINTENANCE	\$ 20,253.81
28537	01/12/2021	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,470.00
28538	01/19/2021	ENGINEERING	MEAS T - RTP	CENTRAL VALLEY ENVIRONMENTAL	OLIVE AVENUE WIDENING AND RECON- GATEWAY	\$ 6,944.50
28539	01/19/2021	PARKS	PARKS ADMIN	CHURCH, MARY	TUITION REIMBURSEMENT	\$ 2,400.00
28540	01/19/2021	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
28541	01/19/2021	ENGINEERING	MEAS K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	FIRE STATION NO. 58- RETENTION PAYMENT	\$ 358,916.05
28542	01/19/2021	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENT AFFAIRS CONSULTING-JAN 2021	\$ 4,000.00
28543	01/19/2021	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 400.82
28544	01/19/2021	PARKS	PARKING DIST OPS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE DOWNTOWN DISTRICT	\$ 910.00
28544	01/19/2021	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE DECEMBER 2020	\$ 5,070.00
28544	01/19/2021	PARKS	PARKS	ELITE MAINTENANCE AND TREE SERVICE	LANDSCAPE MAINTENANCE NOVEMBER 2020	\$ 5,070.00
28544	01/19/2021	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE DECEMBER	\$ 11,215.00
28544	01/19/2021	PARKS	MEDIAN LANDS	ELITE MAINTENANCE AND TREE SERVICE	MONTHLY LANDSCAPE MAINTENANCE NOVEMBER	\$ 11,215.00
28545	01/19/2021	AIRPORT	AIRPORT OPS	AVIATION MANAGEMENT CONSULTING GROUP	MAE CO-PILOT PROGRAM DECEMBER 2020	\$ 490.00
28546	01/19/2021	HR	PAYROLL TRUST	HALCYON BEHAVIORAL, LLC	EAP/WELLNESS DECEMBER 2020	\$ 783.18
28547	01/19/2021	WATER QUALITY	WATER QUALITY	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 1,596.00
28548	01/19/2021	FINANCE	CITY CLERK	AT&T	CALNET 3 SERVICE 9391031577	\$ 241.75
28548	01/19/2021	FINANCE	CITY CLERK	AT&T	CALNET 3 SERVICE 9391026390	\$ 531.43
28548	01/19/2021	FINANCE	CITY CLERK	AT&T	12/20 CALNET 3 SERVICE 9391026402	\$ 22.98
28548	01/19/2021	FINANCE	CITY CLERK	AT&T	12/20 CALNET 3 SERVICE 9391031559	\$ 166.16
28548	01/19/2021	FINANCE	CODE ENF	AT&T	12/20 CALNET 3 SERVICE 9391026413	\$ 45.65
28548	01/19/2021	FINANCE	COMM & REC	AT&T	CALNET 3 SERVICE 9391026391	\$ 206.47
28548	01/19/2021	FINANCE	SR CITIZEN	AT&T	11/20 CALNET 3 SERVICE 9391026403	\$ 25.85
28548	01/19/2021	FINANCE	SR CITIZEN	AT&T	11/20 CALNET 3 SERVICE 9391026398	\$ 22.98
28548	01/19/2021	FINANCE	SR CITIZEN	AT&T	12/20 CALNET 3 SERVICE 9391026395	\$ 22.98
28548	01/19/2021	FINANCE	SR CITIZEN	AT&T	12/20 CALNET 3 SERVICE 9391026389	\$ 22.98
28548	01/19/2021	FINANCE	UB - WATER	AT&T	CALNET 3 SERVICE 9391026393	\$ 44.27
28548	01/19/2021	FINANCE	UB - WATER	AT&T	12/20 CALNET 3 SERVICE 9391026392	\$ 23.30
28548	01/19/2021	FINANCE	WATER QUALITY	AT&T	12/20 CALNET 3 SERVICE 9391026407	\$ 22.98
28548	01/19/2021	FINANCE	MEAS K - PD	AT&T	11/20 CALNET 3 SERVICE 9391026401	\$ 51.66
28548	01/19/2021	FINANCE	MEAS K - PD	AT&T	11/20 CALNET 3 SERVICE 9391059143	\$ 1,096.86
28548	01/19/2021	FINANCE	MEAS K - PD	AT&T	12/20 CALNET 3 SERVICE 9391031579	\$ 240.08
28548	01/19/2021	FINANCE	MEAS K - PD	AT&T	CALNET 3 SERVICE 9391026411	\$ 169.17
28548	01/19/2021	FINANCE	MEAS K - PD	AT&T	12/20 CALNET 3 SERVICE 9391031561	\$ 166.16
28548	01/19/2021	FINANCE	PURCHASING	AT&T	12/20 CALNET 3 SERVICE 9391026394	\$ 311.56
28548	01/19/2021	FINANCE	PURCHASING	AT&T	12/20 CALNET 3 SERVICE 9391031564	\$ 166.16
28549	01/19/2021	FINANCE	CITY ATTORNEY	AT&T	12/20 CALNET 3 SERVICE 9391026388	\$ 44.44
28550	01/19/2021	FINANCE	AIRPORT OPS	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 16.84
28550	01/19/2021	FINANCE	CENTRAL ADMIN	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 47.28



CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28550	01/19/2021	FINANCE	ENGINEERING	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 22.08
28550	01/19/2021	FINANCE	FACILITIES MAINT	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 500.92
28550	01/19/2021	FINANCE	FLEET MAINT	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 110.10
28550	01/19/2021	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 441.63
28550	01/19/2021	FINANCE	STREETS	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 595.90
28550	01/19/2021	FINANCE	SEWER OPS	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 310.81
28550	01/19/2021	FINANCE	UB - WATER	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 10.44
28550	01/19/2021	FINANCE	WATER OPS	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 252.34
28550	01/19/2021	FINANCE	WATER QUALITY	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 146.20
28550	01/19/2021	FINANCE	WWTP	ARAMARK UNIFORM SERVICES	12/20 UNIFORM SERVICES	\$ 353.02
28550	01/19/2021	WATER	STREETS	ARAMARK UNIFORM SERVICES	JACKETS	\$ 402.43
28550	01/19/2021	WATER	STREETS	ARAMARK UNIFORM SERVICES	JACKET	\$ 73.60
28550	01/19/2021	WATER	SEWER OPS	ARAMARK UNIFORM SERVICES	JACKETS	\$ 268.59
28550	01/19/2021	WATER	WATER OPS	ARAMARK UNIFORM SERVICES	JACKETS	\$ 268.59
28551	01/19/2021	GRANTS	CALHOME	MEADOWS MOBILE HOME PARK	SPACE RENTAL #89-JANUARY 2021	\$ 783.76
28552	01/19/2021	PW	FACILITIES MAINT	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 125.11
28552	01/19/2021	PW	STREETS	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 350.72
28552	01/19/2021	PW	SEWER OPS	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 68.71
28552	01/19/2021	PW	WATER OPS	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 181.50
28552	01/19/2021	PW	WATER QUALITY	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 68.71
28552	01/19/2021	PW	WWTP	R & R INDUSTRIES, INC.	SWEATSHIRTS	\$ 125.11
28553	01/19/2021	CITY CLERK	CITY CLERK	CITY CLERK'S ASSOCIATION OF CALIFORNIA	ONLINE EDUCATION WORKSHOP	\$ 30.00
28554	01/19/2021	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EE LIFE INSURANCE	\$ 928.70
28555	01/19/2021	FINANCE	BUILDING	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 63.73
28555	01/19/2021	FINANCE	CITY ATTORNEY	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 18.92
28555	01/19/2021	FINANCE	CITY CLERK	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 18.92
28555	01/19/2021	FINANCE	CODE ENF	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 135.45
28555	01/19/2021	FINANCE	COMM & REC	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 90.62
28555	01/19/2021	FINANCE	COMPUTER MAINT	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.86
28555	01/19/2021	FINANCE	ENGINEERING	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 126.49
28555	01/19/2021	FINANCE	FACILITIES MAINT	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 27.87
28555	01/19/2021	FINANCE	FINANCE	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 99.59
28555	01/19/2021	FINANCE	FLEET MAINT	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 18.92
28555	01/19/2021	FINANCE	GRANT OVERSIGHT	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.86
28555	01/19/2021	FINANCE	HR/RISK MGT	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.86
28555	01/19/2021	FINANCE	PARKS	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 45.79
28555	01/19/2021	FINANCE	PARKS ADMIN	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.83
28555	01/19/2021	FINANCE	PLANNING	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 45.36
28555	01/19/2021	FINANCE	STREETS	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 45.80
28555	01/19/2021	FINANCE	RECREATION	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 54.77

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28555	01/19/2021	FINANCE	SEWER OPS	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 32.34
28555	01/19/2021	FINANCE	SOLID WASTE	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.83
28555	01/19/2021	FINANCE	SR CITIZEN	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 36.83
28555	01/19/2021	FINANCE	UB - GARBAGE	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 30.11
28555	01/19/2021	FINANCE	UB - SEWER	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 30.11
28555	01/19/2021	FINANCE	UB - WATER	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 59.25
28555	01/19/2021	FINANCE	WATER OPS	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 41.31
28555	01/19/2021	FINANCE	WATER QUALITY	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 18.92
28555	01/19/2021	FINANCE	WWTP	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 27.87
28555	01/19/2021	FINANCE	CITY MANAGER	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 18.92
28555	01/19/2021	FINANCE	PURCHASING	COMCAST	CITY INTERNET CONNECTION 12/1/2020-12/31/2020	\$ 27.87
28556	01/19/2021	STREETS	STREETS	CONCENTRA MEDICAL CENTERS	DOT MEDICAL RECERTIFICATION	\$ 64.50
28556	01/19/2021	WWTP	AIRPORT OPS	CONCENTRA MEDICAL CENTERS	DOT MEDICAL RECERTIFICATION	\$ 64.50
28556	01/19/2021	WWTP	WWTP	CONCENTRA MEDICAL CENTERS	DOT MEDICAL RECERTIFICATION	\$ 64.50
28556	01/19/2021	FLEET	FLEET MAINT	CONCENTRA MEDICAL CENTERS	RANDOM DOT DRUG TEST	\$ 64.50
28556	01/19/2021	FLEET	FLEET MAINT	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT DRUG TEST	\$ 10.00
28557	01/19/2021	FINANCE	UB - GARBAGE	DATAPROSE, LLC	JANUARY 2021 NEWSLETTER	\$ 295.79
28557	01/19/2021	FINANCE	UB - SEWER	DATAPROSE, LLC	JANUARY 2021 NEWSLETTER	\$ 295.79
28557	01/19/2021	FINANCE	UB - WATER	DATAPROSE, LLC	JANUARY 2021 NEWSLETTER	\$ 591.59
28557	01/19/2021	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	OCTOBER 2020 BILLING	\$ 2,064.21
28557	01/19/2021	UB - WATER	UB - GARBAGE	DATAPROSE, LLC	OCTOBER 2020 NEWSLETTER	\$ 295.79
28557	01/19/2021	UB - WATER	UB - SEWER	DATAPROSE, LLC	OCTOBER 2020 BILLING	\$ 2,064.21
28557	01/19/2021	UB - WATER	UB - SEWER	DATAPROSE, LLC	OCTOBER 2020 NEWSLETTER	\$ 295.79
28557	01/19/2021	UB - WATER	UB - WATER	DATAPROSE, LLC	OCTOBER 2020 BILLING	\$ 4,128.43
28557	01/19/2021	UB - WATER	UB - WATER	DATAPROSE, LLC	OCTOBER 2020 NEWSLETTER	\$ 591.59
28558	01/19/2021	ENGINEERING	MEAS K - FIRE	DAVE CHRISTIAN CONSTRUCTION	FD01 & FD03 FIRE STATION 57 & 56 PARKINGLOT	\$ 129,014.29
28559	01/19/2021	SEWER	SEWER OPS	DIAMOND COMMUNICATIONS	TELEPHONE ANSWERING SERVICE JAN 2021	\$ 115.00
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM MONITORING	\$ 36.00
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC FIRE ALARM MONITORING	\$ 657.50
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	YC FIRE ALARM MONITORING	\$ 560.00
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC SECURITY CODES	\$ 30.00
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM - JANUARY	\$ 36.00
28559	01/19/2021	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	PAC ALARM - NOVEMBER	\$ 36.00
28560	01/19/2021	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JANUARY 2021	\$ 21.50
28560	01/19/2021	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JANUARY 2021	\$ 215.00
28560	01/19/2021	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JANUARY 2021	\$ 4,020.00
28560	01/19/2021	HR	PD ADMIN	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE JANUARY 2021	\$ 21.50
28561	01/19/2021	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,076.70
28562	01/19/2021	HR	HR/RISK MGT	ADMINISTRATIVE SOLUTIONS	FSA ANNUAL FEE	\$ 250.00
28563	01/19/2021	CITY ADMIN	COMM PROMO	ECONOMIC DEVELOPMENT COMMISSION	3RD QTR BILLING FY 20/21	\$ 45,180.04

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28564	01/19/2021	AIRPORT	AIRPORT OPS	MADERA CO. ENVIRONMENTAL HEALTH DEPT	CUPA FEES FACILITY ID: FA0101069	\$ 415.00
28565	01/19/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,641.27
28566	01/19/2021	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 554.52
28567	01/19/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 1,324.45
28567	01/19/2021	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 78.55
28567	01/19/2021	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 1,531.44
28567	01/19/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 2,311.63
28567	01/19/2021	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 214.46
28567	01/19/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 3,585.14
28567	01/19/2021	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 1,367.70
28567	01/19/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 2,762.10
28567	01/19/2021	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 880.83
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 5225647713-5	\$ 15.77
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 1598348280-1	\$ 71.74
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 1619119913-8	\$ 203.61
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 6690755760-8	\$ 69.20
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 23,518.11
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 1,261.58
28567	01/19/2021	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	12/20 SERVICE 5207933925-6	\$ 70.22
28567	01/19/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 1,192.74
28567	01/19/2021	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 321.96
28567	01/19/2021	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 1,182.51
28567	01/19/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 223.42
28567	01/19/2021	FINANCE	PARKING DIST OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 190.44
28567	01/19/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 1,835.93
28567	01/19/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 503.76
28567	01/19/2021	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	12/20 SERVICE 8675479583-8	\$ 44.26
28567	01/19/2021	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 1,639.45
28567	01/19/2021	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	12/20 SERVICE 1715785853-5	\$ 834.58
28567	01/19/2021	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 692.89
28567	01/19/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 2,134.86
28567	01/19/2021	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 566.08
28567	01/19/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 500.30
28567	01/19/2021	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 289.86
28567	01/19/2021	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 57.20
28567	01/19/2021	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 8.65
28567	01/19/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 97,444.83
28567	01/19/2021	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 12,459.83
28567	01/19/2021	FINANCE	WWTP	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 80.72
28567	01/19/2021	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	12/20 SERVICE 0443905948-8	\$ 9.53

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28567	01/19/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 10.91
28567	01/19/2021	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 19.93
28567	01/19/2021	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 10.51
28567	01/19/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 30.90
28567	01/19/2021	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	12/20 SERVICES 9920095153-3	\$ 21.02
28567	01/19/2021	FINANCE	ZONE 20B	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 10.19
28567	01/19/2021	FINANCE	ZONE 27B	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 11.01
28567	01/19/2021	FINANCE	ZONE 2	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 53.98
28567	01/19/2021	FINANCE	ZONE 3	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 42.38
28567	01/19/2021	FINANCE	ZONE 31B	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 30.90
28567	01/19/2021	FINANCE	ZONE 4	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 11.14
28567	01/19/2021	FINANCE	ZONE 6A	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 62.01
28567	01/19/2021	FINANCE	ZONE 29C	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 11.12
28567	01/19/2021	FINANCE	ZONE 8	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 63.77
28567	01/19/2021	FINANCE	ZONE 16	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 22.81
28567	01/19/2021	FINANCE	ZONE 13	PACIFIC GAS & ELECTRIC	12/20 SERVICES 3533032414	\$ 97.84
28567	01/19/2021	FINANCE	ZONE 43A	PACIFIC GAS & ELECTRIC	12/20 SERVICE 6948316261-1	\$ 49.93
28568	01/19/2021	PW	STREETS	SHERWIN-WILLIAMS CO.	THERMO LAZER	\$ 7,577.49
28569	01/19/2021	PARKS	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 45.00
28569	01/19/2021	PARKS	COMM & REC	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 435.00
28569	01/19/2021	PARKS	ENGINEERING	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 60.00
28569	01/19/2021	PARKS	FIRE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 105.00
28569	01/19/2021	PARKS	INTERMODAL	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 75.00
28569	01/19/2021	PARKS	PD ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 40.00
28569	01/19/2021	PARKS	SEWER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 25.00
28569	01/19/2021	PARKS	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 25.00
28569	01/19/2021	PARKS	WATER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 25.00
28569	01/19/2021	PARKS	WWTP	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 45.00
28570	01/19/2021	PW	AIRPORT OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 48.69
28570	01/19/2021	PW	BUILDING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 83.83
28570	01/19/2021	PW	CODE ENF	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 84.72
28570	01/19/2021	PW	ENGINEERING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 51.93
28570	01/19/2021	PW	FACILITIES MAINT	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 78.20
28570	01/19/2021	PW	GRAFFITI ABATE	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 152.44
28570	01/19/2021	PW	PARKS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 983.55
28570	01/19/2021	PW	PD ADMIN	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 1,864.52
28570	01/19/2021	PW	STREETS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 191.82
28570	01/19/2021	PW	SEWER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 54.52
28570	01/19/2021	PW	STREET CLEANING	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 667.32
28570	01/19/2021	PW	TRANS - FIXED	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 978.70

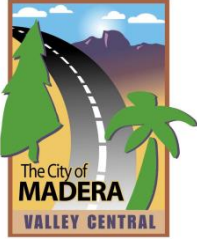
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28570	01/19/2021	PW	TRANS - DAR	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 890.48
28570	01/19/2021	PW	WATER OPS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 223.48
28570	01/19/2021	PW	WATER QUALITY	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 12/11/20-12/20/20	\$ 109.08
28571	01/19/2021	PARKS	PARKS	VILLA GARDENING SERVICE INC	NOVEMBER LAWN SERVICE - ACCORNERO PARK	\$ 330.00
28572	01/19/2021	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 25,791.06
28573	01/19/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 66.24
28573	01/19/2021	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 66.12
28573	01/19/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 198.72
28573	01/19/2021	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 201.88
28573	01/19/2021	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 63.01
28573	01/19/2021	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 49.26
28573	01/19/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 304.08
28573	01/19/2021	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 304.08
28573	01/19/2021	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 246.28
28573	01/19/2021	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 246.22
28573	01/19/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 314.82
28573	01/19/2021	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 329.40
28573	01/19/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 63.53
28573	01/19/2021	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 192.62
28573	01/19/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 320.94
28573	01/19/2021	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 189.94
28573	01/19/2021	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 89.21
28573	01/19/2021	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 89.69
28573	01/19/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 114.03
28573	01/19/2021	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 114.03
28573	01/19/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 4.85
28573	01/19/2021	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 4.15
28573	01/19/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 51.69
28573	01/19/2021	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 51.67
28573	01/19/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 74.58
28573	01/19/2021	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 61.94
28573	01/19/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 110.86
28573	01/19/2021	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 127.53
28573	01/19/2021	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 577.54
28573	01/19/2021	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 2,639.94
28573	01/19/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 549.05
28573	01/19/2021	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 556.69
28573	01/19/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 174.15
28573	01/19/2021	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 176.00
28573	01/19/2021	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 0.53

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28573	01/19/2021	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 0.53
28573	01/19/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 45.62
28573	01/19/2021	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 48.11
28573	01/19/2021	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 40.54
28573	01/19/2021	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 40.54
28573	01/19/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 0.53
28573	01/19/2021	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 0.53
28573	01/19/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 47.36
28573	01/19/2021	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 51.55
28573	01/19/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 351.81
28573	01/19/2021	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 340.47
28573	01/19/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 117.22
28573	01/19/2021	FINANCE	WATER QUALITY	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 114.39
28573	01/19/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 164.31
28573	01/19/2021	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 163.82
28573	01/19/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ (660.27)
28573	01/19/2021	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 1,492.58
28573	01/19/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 11/11/2020-12/10/2020	\$ 83.74
28573	01/19/2021	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 10/11/2020-11/10/2020	\$ 83.38
28574	01/19/2021	PARKS	AQUATICS	WECO WELDING, PAINT, SUPPLIES & EQUIP	CO2 FOR POOL	\$ 108.50
28575	01/19/2021	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 494.00
28576	01/19/2021	WATER	WATER CONSERV	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 660.00
28578	01/19/2021	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 2,037.40
28578	01/19/2021	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 64.28
28578	01/19/2021	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 640.00
28578	01/19/2021	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 198.79
28578	01/19/2021	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 812.57
28578	01/19/2021	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 2,794.06
28578	01/19/2021	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 5,608.50
28578	01/19/2021	FINANCE	DRAINAGE	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 368.82
28578	01/19/2021	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 602.37
28578	01/19/2021	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 369.70
28578	01/19/2021	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 1,075.64
28578	01/19/2021	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 6,532.61
28578	01/19/2021	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 8,746.60
28578	01/19/2021	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 5,272.10
28578	01/19/2021	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 224.00
28578	01/19/2021	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 220.00
28578	01/19/2021	FINANCE	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 576.27
28578	01/19/2021	FINANCE	LTF - STREETS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 806.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
28578	01/19/2021	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 7,833.15
28578	01/19/2021	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 1,930.66
28578	01/19/2021	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 138.56
28578	01/19/2021	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 2,030.60
28578	01/19/2021	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 3.15
28578	01/19/2021	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 3,192.51
28578	01/19/2021	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 2,181.98
28578	01/19/2021	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 389.38
28578	01/19/2021	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 2,843.05
28578	01/19/2021	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 772.36
28578	01/19/2021	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 861.78
28578	01/19/2021	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 25.19
28578	01/19/2021	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 25.19
28578	01/19/2021	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 50.36
28578	01/19/2021	FINANCE	WATER CONSERV	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 49.34
28578	01/19/2021	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 5,200.64
28578	01/19/2021	FINANCE	WATER QUALITY	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 697.08
28578	01/19/2021	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 5,921.98
28578	01/19/2021	FINANCE	MEAS K - PD	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 345.15
28578	01/19/2021	FINANCE	TIRE AMNESTY	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 966.00
28578	01/19/2021	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 87.81
28578	01/19/2021	FINANCE	STREETS CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	12/20 CAL-CARD CHARGES	\$ 70.00

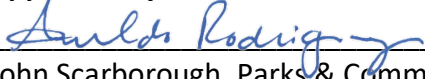
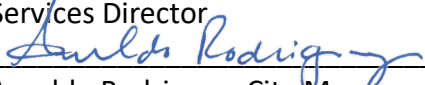
**BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL**

**\$ 3,700,864.42**



## **REPORT TO CITY COUNCIL**

**Approved by:**

  
\_\_\_\_\_  
John Scarborough, Parks & Community  
Services Director  
  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** February 3, 2021

**Agenda Number:** B-3

**SUBJECT:**

Appointment to the City of Madera Beautification Committee

**RECOMMENDATION:**

Adopt a Resolution approving Mayor Garcia's appointment of Miguel Gonzalez to the City of Madera Beautification Committee

**SUMMARY:**

Mayor Garcia has indicated that he would like to appoint Miguel Gonzalez to the City of Madera Beautification Committee.

**DISCUSSION:**

The City of Madera's Beautification Committee is a City Council appointed advisory body that focuses its efforts to enhance the aesthetic appearance of the Madera community. The Committee supports and encourages public participation and advocates for beautification activities throughout the City. Committee members are nominated by an individual Councilmember and serve a term of four years, concurrent with the Councilmember.

The seat nominated by the Mayor is currently vacant. Mayor Garcia has indicated a desire to nominate and would like to appoint Miguel Gonzalez to the Beautification Committee to serve a term concurrent with his own. Mr. Gonzalez would be a new member to the Beautification Committee.

**FINANCIAL IMPACT:**

This item has no financial impact to the General Fund. Appointees to the Beautification Committee serve in a volunteer capacity.



**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Many elements in the adopted vision and action plans represent efforts to beautify Madera. Therefore, the recommended action supports the following Vision Madera 2025 strategies:

- 134.1 - Consider establishment of design/landscape standards for neighborhoods and business construction.
- 126.2 – Analyze best practices for street and median island beautification program.
- 134.2 – Consider establishment of Tree Canopy Standards and shading requirements.
- 413 – Develop volunteer opportunities to help maintain and enhance community spaces.

**ALTERNATIVES:**

The City Council may approve the appointment recommended by Mayor Garcia or may choose to not take action on the Resolution.

**ATTACHMENTS:**

1. Resolution
2. Beautification Committee Application – Miguel Gonzalez

**RESOLUTION NO. 21 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPOINTING MIGUEL GONZALEZ TO THE CITY OF MADERA BEAUTIFICATION  
COMMITTEE**

**WHEREAS**, the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

**WHEREAS**, a vacancy exists on the City of Madera Beautification Committee; and

**WHEREAS**, Miguel Gonzalez has been duly nominated by Mayor Garcia to fill the vacancy of the Mayor; and

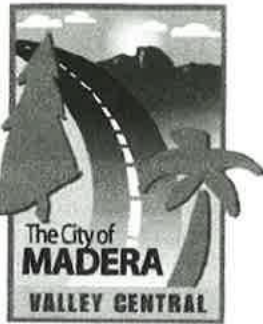
**WHEREAS**, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

**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. Miguel Gonzalez is appointed to the City of Madera Beautification Committee for a term ending December 2024, unless otherwise indicated by the Madera Municipal Code.
3. This Resolution is effective immediately upon adoption.

\*\*\*\*\*

JAN 12 2021



CITY OF MADERA  
COMMISSION, BOARD, AND COMMITTEE

BY [Signature]

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- ADA Advisory Council
- Beautification Committee
- CDBG Review and Advisory Committee
- Planning Commission
- Other: \_\_\_\_\_
- Airport Advisory Commission
- Civil Service Commission
- Loan Review Committee
- Transit Advisory Board

Please type or print in ink.

<u>Gonzalez</u> LAST NAME	<u>Miguel</u> FIRST NAME	<u>A</u> M.I.
[REDACTED] HOME ADDRESS	<u>Madera, CA 93638</u> CITY, STATE, ZIP	[REDACTED] HOME PHONE
[REDACTED] MAILING ADDRESS	[REDACTED] CITY, STATE ZIP	[REDACTED] E-MAIL ADDRESS
<u>Madera Unified</u> EMPLOYER	<u>Teacher</u> JOB TITLE	[REDACTED] BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA <u>7</u> YEARS <u>3</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:

Attended Fresno State.

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

California Teacher's Association

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

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I want Madera to be known as a beautiful and welcoming community where people want to raise a family.

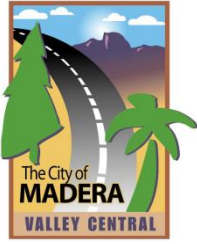
REFERENCES (Optional):

Tricia Molina - [REDACTED]  
Gloria Evangelista - [REDACTED]

1/8/21 \_\_\_\_\_  
DATE SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

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



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** February 3, 2021

**Agenda Number:** D-1

**SUBJECT:**

Agreements with Alliant Insurances Services, Inc., to serve as the City of Madera’s consultant and broker of record for employee health and welfare benefits at a cost of \$45,000 per year

**RECOMMENDATION:**

Adopt a Resolution approving:

1. A Consulting Services Agreement with Alliant Insurance Services, Inc.; and
2. A Business Associate Agreement between the City of Madera and Alliant Insurance Services, Inc.

**SUMMARY:**

The City of Madera (City) published a Request for Proposals (RFP) for employee health and welfare benefits consulting services and broker of record. The City received six proposals. A committee consisting of City staff and bargaining unit representatives reviewed the proposals and selected the top three proposals for virtual presentations. After these presentations, the committee unanimously recommended Alliant Insurance Service, Inc., (Alliant) as the consultant of choice to provide these services.

The recommended action would approve an agreement with Alliant to provide these services for a period of three years, with the option to extend by mutual consent for up to two additional years. The annual fee for services will be \$45,000.

**DISCUSSION:**

The City of Madera utilizes the services of a consultant/broker of record for providing health, dental, vision, life, and long-term disability insurance for its employees. The broker additionally assists the City with its optional benefits such as voluntary life insurance, accident and disability insurance, and the Section 125 flexible spending accounts. The City currently has an agreement with DerManouel Insurance Group to act as broker of record. That agreement is due for renewal.

Staff published an RFP to provide these services. The Finance Department advertised the RFP issuance in compliance with the City’s purchasing policy, including on the City website and published in the newspaper. Staff also sent notifications to firms who have requested to be notified of published RFPs for these services, as well as to local firms who provide employee benefits as part of their insurance firm offerings. Table 1 shows the firms who submitted proposals in alphabetical order, along with their proposed cost to provide the services.

<b>Table 1: Health Consultant/Broker Proposals Received</b>	
<i>Firm</i>	<i>Annual Proposed Rate for Services</i>
Alliant Insurance Services, Inc.	\$45,000
Burnham Benefits Insurance Services	\$78,000
De La Torre & Associates Insurance Services, Inc.	\$85,000
DerManouel Insurance Group	\$50,000
Gallagher Benefit Services, Inc.	\$48,000
McGriff Insurance Services, Inc.	\$99,500

As the services provided by the consultant/broker have a direct impact on all City employees, staff invited all four bargaining units to participate in evaluating the proposals and selecting the preferred provider. Three of the bargaining units participated in the process: Madera Police Officers’ Association, Mid Management Employee Group, and Law Enforcement Mid Management Group. In addition, staff from City Administration and Human Resources participated.

After review of the written proposals submitted, the committee identified their top three preferred providers and invited these firms to meet virtually with the committee to introduce their firm and provide further information on the offered services. Following these meetings, the committee ranked the top three firms, and unanimously agreed the final ranking to be as follows:

<b>Table 2: Final Ranking of Top 3 Health Consultant/Broker Proposals</b>	
<i>Rank</i>	<i>Firm</i>
1	Alliant Insurance Services, Inc.
2	Gallagher Benefit Services, Inc.
3	DerManouel Insurance Group

As shown in Table 2, Alliant was unanimously ranked by the committee as the consultant of choice. The committee found the depth of services offered extremely favorable, complemented by the fact Alliant provided the lowest cost proposal.

Based on the committee’s recommendation, staff has prepared an agreement with Alliant for consideration of approval by the Council. If approved, Alliant will assume the role as the City’s consultant/broker of record effective February 4, 2021, and Alliant will work with the City for the health and welfare insurance renewal to be effective July 1, 2021.

In addition to the Consulting Services Agreement, the contemplated resolution also would approve a Business Associate Agreement. The Business Associate Agreement relates to compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology Economic and Clinical Health Act (HITECH), which amended HIPAA in 2009. HIPAA-HITECH included many changes to HIPAA that are not applicable to the City, but did include a requirement for Business Associate Agreements that does apply to the City. In short, prior to HIPAA-HITECH, Business Associates (in this case our broker of record) had no obligation to report breaches in confidential information to the City, yet the City was technically liable for any breaches to this information. HIPAA-HITECH has mandated that Business Associates comply with certain reporting requirements for breaches to confidential information. The reporting obligations are defined in the Business Associate Agreement.

#### **FINANCIAL IMPACT:**

The annual fee for services will be \$45,000, net of commission. The City moved to a flat fee model for this type of service many years ago to better control costs. If not a flat fee arrangement, the consultant receives a commission added to employee insurance premiums, with the commission percentage being set by the carrier and the City having no control over that amount. The flat fee arrangement is a method of cost containment. The fee is considered a component of the health benefits premiums the City pays. The annual flat fee is divided by the number of employees who participate in the medical plan and included in annual premium calculations.

The annual fee in the existing agreement with DerManouel is \$29,400, last adjusted in 2016. This represents an annual increase of \$15,600 for services. As this agreement would be effected mid-fiscal year, the increase for the fiscal year will be approximately \$6,500.

Staff recommends that for the balance of fiscal year 2020/21, the City pay the increase of \$6,500 from contracted services in the Insurance Reserve Fund as opposed to adjusting monthly insurance premiums mid-plan year. Sufficient funds are available in the Insurance Reserve Fund adopted budget to cover \$6,500 difference in cost.

#### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

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

#### **ALTERNATIVES:**

Council may direct staff to re-publish the RFP.

#### **ATTACHMENTS:**

1. Resolution
  - a. Exhibit 1: Health and Welfare Insurance Broker/Consulting Services Agreement
  - b. Exhibit 2: Business Associate Agreement

Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING AN AGREEMENT FOR HEALTH AND WELFARE INSURANCE  
BROKER/CONSULTING SERVICES AND A BUSINESS ASSOCIATE  
AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC.**

**WHEREAS**, the City of Madera (City) has a need for health and welfare insurance broker/consulting services to assist the City in providing its employees comprehensive health and welfare insurance benefits in an efficient and economical manner; and

**WHEREAS**, the City published a Request for Proposals (RFP) for the contemplated services and received six (6) proposals; and

**WHEREAS**, the proposals received in response to the RFP were reviewed by a committee of City staff and bargaining unit representatives, and the final outcome of that review was a unanimous recommendation to retain Alliant Insurance Services, Inc. (Alliant), to provide health and welfare insurance broker/consulting services to the City; and

**WHEREAS**, Alliant is a firm having the necessary experience and qualifications to provide the requested services to the City.

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

1. The above recitals are true and correct.
2. The Health and Welfare Insurance Broker/Consulting Services Agreement between the City of Madera and Alliant Insurance Services, Inc., a copy of which is attached hereto as Exhibit 1, is approved.
3. The Business Associate Agreement between the City of Madera and Alliance Insurance Services, Inc., a copy of which is attached hereto as Exhibit 2, is approved.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## CITY OF MADERA

### HEALTH AND WELFARE INSURANCE BROKER/CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 3<sup>rd</sup> day of February 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND ALLIANT INSURANCE SERVICES, INC, hereinafter called "Consultant".

#### RECITALS

- A. The City desires to make available to its employees comprehensive health and welfare insurance benefits in an efficient and economical manner.
- B. Consultant is a firm having the necessary experience and qualifications to provide health and welfare insurance consultation services the City.
- C. City desires to retain Consultant to provide said service.

#### AGREEMENT

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

1. Services. The City hereby employs Consultant to provide health and welfare insurance broker and consulting services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work on February 4, 2021.

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

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

3.1 Fees for services provided pursuant to the Scope of Work in Exhibit 1 shall be \$45,000 per year.

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

City of Madera Human Resources Department  
Attn: Diana Rosas  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637

3.3 Consultant will fully disclose to the City all commission revenue, including any contingent compensation it may receive related to the services that are the subject of this Agreement. At the end of each plan year (June 30), consultant will provide the City with a report showing its total compensation including fees paid by City and any commission(s) received. Total compensation for services that are the subject of this Agreement may not exceed the Fee Schedule noted above. Consultant shall reimburse the City an amount equivalent to any compensation in excess of the Fee Schedule that Consultant received as a result of commission(s) within 30 days of reporting the commission to the City pursuant to the terms of this section.

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

3.5 Service Guarantee: Alliant agrees to place 20% of its annual consulting fee at risk with the following categories of the Service Guarantee:

(i) Execution of Scope of Work (10%) – Satisfaction with deliverables in the Scope of Work.

(ii) Service and Support (10%) - Service and support with decision making tools, attendance at meetings, and assistance for any implementation of new benefits/products and transition of carriers.

At any time, the City can invoke the terms of the guarantee. All categories are based solely on client satisfaction level. The categories proposed may be modified by mutual agreement between Alliant and The City.

3.6 Alliant has a separate division within the firm, Alliant Underwriting Services (AUS) that provides Consulting, Underwriting and Program Management Services to a number of Joint Powers Authorities (JPA) and Joint Purchasing Pools throughout the country; this division is separate from Alliant's Brokerage and Consulting division. AUS receives compensation from carriers for services provided to support the operations and administration of a JPA and/or purchasing pool and is a cost included in the premium. Alliant

will disclose any AUS fees associated with a joint purchasing program presented to the City. 4. Term of agreement.

4.1 This Agreement shall be effective on February 4, 2021 for a period of three (3) years, with the option to extend annually thereafter by written mutual consent, not to exceed two (2) additional years.

4.2 City reserves the right to discharge Consultant and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Consultant for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Consultant a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be emailed as follows:

Erin Thomas, Vice President  
Erin.Thomas@alliant.com

5. Hold Harmless and Insurance Requirements.

5.1 Indemnification and Waivers. Indemnification and Waivers. Consultant shall indemnify, defend, and hold harmless the City, its officers, and employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of to the extent caused by the Consultant's performance breach of its obligations under this agreement, or, out of the operations conducted to the extent caused by Consultant's errors, omissions, negligence or willful misconduct., except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any third-party action, lawsuit, or other adversarial proceeding arising from Consultant's performance breach of this agreement, errors, omissions, negligence, or willful misconduct, the Consultant shall provide a defense to the City indemnitees, or at the City's option and at its own expense may assume the defense of such claims, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

6. Independent Contractor. In performance of the work, duties and obligations assumed by Consultant under this Agreement, it is mutually understood and agreed that Consultant, including any and all of Consultant's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Consultant and its employees shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Consultant shall be solely responsible and hold City harmless from all matters related to payment of Consultant's employees, including compliance with social security, withholding, and all other regulations governing such matters.

7. Compliance with Law. Consultant shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, that pertain to Consultant's provision of services under this Agreement.

8. Miscellaneous.

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

8.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

**ALLIANT INSURANCE SERVICES, INC.**

**CITY OF MADERA**

\_\_\_\_\_  
Mark Conway, SEVP & Managing Director

\_\_\_\_\_  
Santos Garcia, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Alicia Gonzales, City Clerk

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit 1: Scope of Work

Strategic Benefit Consulting	
Annual benefit objective setting and development of strategic plan	Included
Annual benefit calendar	Included
Pre-renewal & Strategic planning guide	Included
Financial Analysis, Reporting and Plan Utilization Analysis (Based on carrier data available) <ul style="list-style-type: none"> <li>▪ Detailed utilization analysis</li> <li>▪ Run health cost models and analysis</li> <li>▪ Plan experience monthly reporting</li> <li>▪ Funding analysis &amp; projections</li> <li>▪ Plan-IQ™ analysis (when data available)</li> </ul>	Included
Legislative updates and their impact on company plans <ul style="list-style-type: none"> <li>▪ Monthly compliance update newsletter</li> <li>▪ Compliance alerts as needed with legislation changes throughout the year</li> <li>▪ HIPAA Compliance support</li> <li>▪ Annual Compliance seminar</li> <li>▪ Weekly “Friday Fast Facts”</li> <li>▪ Contract review</li> </ul>	Included
Introduction to new and progressive benefit concepts, including population health Management <ul style="list-style-type: none"> <li>▪ Alliant Learning Academy Events &amp; Webinars</li> </ul>	Included
Communications on employee benefit trends and compliance issues	Included
Benchmarking <ul style="list-style-type: none"> <li>▪ De-identified client data</li> <li>▪ Industry/population-specific surveys</li> <li>▪ Large compensation/benefit survey houses</li> </ul>	Included
Voluntary Benefits - Marketing, Analysis, Recommendation & Implementation	Included
Annual Renewal Report & Financial Analysis	
Annual benefit budget	Included

Benefit analysis and plan design modeling	Included
Employee contribution strategy development and cost modeling	Included
Carrier & Vendor marketing	Included
Evaluation of contract terms and conditions	Included
Premium rate and service fee negotiation	Included
Annual final accountings (as required for participating insurance contracts)	Included
Underwriting calculations (insured and self-insured)	Included
Plan cost/claim pattern trending, including analysis relative to targeted benchmarking indices	Included
Rolling financial history exhibit	Included
Vendor selection and insurance marketing <ul style="list-style-type: none"> <li>▪ Pre-qualify potential vendors and develop bid specs</li> <li>▪ Detailed evaluation of plan design, cost, and funding alternatives</li> <li>▪ Evaluate financial suitability of carriers</li> </ul>	Included
<b>Plan Implementation &amp; Administrative Support</b>	
Development and management of new vendor implementation plan (enrollment strategy and logistics)	Included
Create/print custom employee communication materials <ul style="list-style-type: none"> <li>▪ Create branded benefits brochures and announcements</li> <li>▪ Create branded benefits electronic video presentation</li> <li>▪ Review content/edit/final revisions</li> <li>▪ MyBenefits.Life™ – Smartphone Application for Court Employees &amp; Dependents</li> </ul>	Included
Coordinate/conduct enrollment meetings <ul style="list-style-type: none"> <li>▪ Presentations/conference calls/travel</li> </ul>	Included
Coordinate benefits/health fairs <ul style="list-style-type: none"> <li>▪ Alliant to manage vendors</li> <li>▪ Alliant to produce communication pieces</li> </ul>	Included
Assist with internal management systems to simplify program administration	Included
Provide forms and templates to enable employer compliance with COBRA, HIPAA and FMLA	Included
Act as advocate to benefit management group	Included
Regular evaluation of service providers	Included
Resolve problems relating to vendor performance	Included



Assist in resolving claim problems or procedures, plan design issues, billing & eligibility problems on-boarding platforms etc.	Included
Ongoing Educational Webinars & Seminars <ul style="list-style-type: none"> <li>▪ Formats include: public event, online webinar, on-site training, and train the trainer</li> </ul>	Included
<b>Legislative Review &amp; Compliance</b>	
Federal and state updates and seminars	Included
ACA Compliance <ul style="list-style-type: none"> <li>▪ Comprehensive audit</li> <li>▪ Ongoing alerts as legislation changes</li> <li>▪ Pay or Play Calculator</li> </ul>	Included
ERISA Compliance <ul style="list-style-type: none"> <li>▪ Wrap-SPD/Summary Material Modifications (when applicable)</li> <li>▪ Form 5500 preparation/Schedule A form (when applicable)</li> <li>▪ Summary Annual Reports</li> <li>▪ Auditing of plan documents</li> </ul>	Included
COBRA Compliance <ul style="list-style-type: none"> <li>▪ Sample documents</li> <li>▪ Legislative updates</li> </ul>	Included
HIPAA Compliance <ul style="list-style-type: none"> <li>▪ Review and recommendations with respect to plan set up and HIPAA compliance strategy</li> <li>▪ Sample policies and procedures (insured and self-insured plans)</li> <li>▪ Sample authorizations</li> </ul>	Included
<b>Wellness Program</b>	
Facilitate RFP to third party wellness vendor, fitness/yoga services, etc. (if applicable)	Included
Work with HR and Vendor on implementation	Included
Ongoing program support from Alliant's Director of Wellness	Included
Alliant Wellness and Health & Productivity Resources <ul style="list-style-type: none"> <li>▪ Monthly Newsletters – City logo can be applied</li> </ul>	Included
Alliant Free Wellness Program Resources	Included

Documentation & Succession Planning	
Written program objectives	Included
Meeting agendas, notes, and follow-up items	Included
Benefit Plan Overview (BPO) / Annual & Multi-Year Work Plan	Included
Technology	
MyBenefits.Life™	Included
Legislative Review & Compliance (as applicable)	
Federal and state updates and seminars	Included
ACA Compliance <ul style="list-style-type: none"> <li>▪ Comprehensive audit</li> <li>▪ Ongoing alerts as legislation changes</li> <li>▪ Pay or Play Calculator</li> <li>▪ Assistance in selecting ACA Reporting/Tracking Vendors (if applicable)</li> </ul>	Included
COBRA Compliance <ul style="list-style-type: none"> <li>▪ Sample documents</li> <li>▪ Legislative updates</li> </ul>	Included
HIPAA Compliance <ul style="list-style-type: none"> <li>▪ Review and recommendations with respect to plan set up and HIPAA compliance strategy</li> <li>▪ Sample policies and procedures (insured and self-insured plans)</li> <li>▪ Sample authorizations</li> </ul>	Included
ThinkHR Membership	Included

## **Exhibit 2: Insurance Requirements for Consultants**

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

### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

### *Maintenance of Coverage*

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

*Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. As a privately held company we do not provide copies of insurance policies as they contain confidential underwriting material about our businesses - many of which are not relevant to this proposal.

*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*

The General Liability, Automobile Liability and Worker's Compensation insurance coverages maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors. Insurance carriers will not provide a waiver of subrogation on Professional Liability / Errors & Omissions policies.

*Enforcement of Contract Provisions (non estoppel)*

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

*Specifications not Limiting*

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

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for the General Liability, Automobile Liability and Worker's Compensation coverages. .

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager. Alliant maintains a \$2,500,000 Deductible per Each Wrongful Act.

*Timely Notice of Claims*

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

*Additional Insurance*

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

---

## BUSINESS ASSOCIATE AGREEMENT

---

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Madera (“Covered Entity”), as administered by ASi Administrative Solutions (“Plan Sponsor”) and Alliant Insurance Services, Inc., a California corporation (“Business Associate”), as of the date last written below. Each Covered Entity and Business Associate are sometimes referred to herein singularly as “Party” and collectively as “Parties.”

Business Associate has agreed to perform certain services for or on behalf of Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and its implementing regulations, 45 CFR Parts 160 and 164 (“HIPAA Rules”).

This Agreement supplements all other concurrent and future agreements between the Parties that may involve protected health information and compliance with HIPAA. The Agreement is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they have been amended, including but not limited to privacy and security amendments of the Affordable Care Act and the Health and Human Services (“HHS”) Omnibus Final Rule.

Business Associate understands and acknowledges that it is subject to the HIPAA Rules, and that violation of the HIPAA Rules carries significant penalties as described in 45 CFR § 160.404. Business Associate also understands that it is subject to and must comply with the Health Information Technology for Economic and Clinical Health Act (“HITECH”) privacy provisions of the American Recovery and Reinvestment Act, as well as with any applicable state privacy laws.

WHEREFORE, for valuable consideration, including the mutual promises and benefits as set forth below, the Parties agree as follows:

### DEFINITIONS

- I. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- II. **Specific Definitions.**
  - (A) **Business Associate** shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Business Associate.
  - (B) **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Covered Entity.
  - (C) **Protected Health Information (“PHI”)** shall generally have the same meaning as the term “protected health information” at 45 CFR § 160.103, and shall include any individually identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an Individual’s past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.

## AGREEMENT

- I. **Recitals Incorporated.** The recitals above are expressly incorporated into the terms of this Agreement.
- II. **Relationship of the Parties.** Business Associate is, and at all times during this Agreement shall, be acting as an independent contractor to Covered Entity, and not as Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.
- III. **Business Associate Responsibilities.** Business Associate agrees to:
  - (A) Fully comply with the HIPAA Rules as they apply to business associates.
  - (B) Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.
  - (C) Use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic PHI.
  - (D) Within thirty (30) days after discovery, report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, applicable state privacy laws, or the HIPAA Rules of which Business Associate becomes aware, including but not limited to reporting breaches of unsecured PHI as required by 45 CFR § 164.410, reporting security incidents as required by 45 CFR § 164.314(a)(2)(i)(C), and reporting breaches and security incidents of Business Associate's contractors and subcontractors.
  - (E) Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.
  - (F) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same or equivalent restrictions, conditions, and requirements set forth in this Agreement, applicable state privacy laws, HITECH, and the HIPAA Rules applicable to such subcontractors. Without limitation, Business Associate shall ensure that any subcontractors comply with the applicable requirements of 45 C.F.R. Parts 160, 162, and 164. Business Associate shall fulfill this requirement by executing a written agreement with any subcontractors in compliance with the requirements of the HIPAA Rules.
  - (G) Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI in Business Associate's control as necessary to enable Covered Entity to satisfy its obligations to provide an Individual with access to PHI under 45 CFR § 164.524.
  - (H) Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI for amendment and incorporate any amendments to PHI as necessary to enable Covered Entity to satisfy its obligations under 45 CFR § 164.526.
  - (I) Maintain information concerning Business Associate's or subcontractors' disclosures of PHI as required by 45 CFR § 164.528(a)-(b) and, within fifteen (15) days following Covered Entity's request, make such information available to Covered Entity as necessary to enable Covered Entity to render an accounting of disclosures pursuant to 45 CFR § 164.528.

- (J) To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- (K) Make Business Associate's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

#### IV. **Uses and Disclosures by Business Associate.**

- (A) **Permissible Uses and Disclosures.** Business Associate may use or disclose PHI only as follows:
  - (1) As necessary to perform the services set forth in the Service Agreement.
  - (2) To de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).
  - (3) As required by law.
  - (4) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for these purposes (a) are required by law, or (b)(i) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (b)(ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (5) To provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.
- (B) **Impermissible Uses or Disclosures.** Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity except for the specific uses and disclosures set forth in Sections IV(A)(1)-(5), if applicable.
- (C) **Minimum Necessary.** Business Associate agrees to use or disclose the minimum amount of PHI necessary for a permitted purpose pursuant to this Section IV, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

#### V. **Obligations and Duties of Covered Entity.**

- (A) **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s), if any, may affect Business Associate's use or disclosure of PHI. Covered Entity may satisfy this requirement by providing Business Associate with the notice of privacy practices that it delivers in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (B) **Notice of Individual Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (C) **Notice of Other Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (D) **Impermissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if



done by Covered Entity.

**VI. Term and Termination.** Unless otherwise agreed in writing by the Parties, this Agreement shall be effective as of the date executed by the Parties and shall continue until terminated as provided below.

**(A) Termination.** This Agreement shall terminate on the date on which a broker other than Business Associate is designated as the "broker of record" for the Covered Entity. In addition, this Agreement may be terminated earlier as follows:

- (1)** Covered Entity may terminate this Agreement without cause upon sixty (60) days' prior written notice to Business Associate.
- (2)** Covered Entity may terminate this Agreement upon thirty (30) days' prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the PHI. Subject to Section VI(A)(3), Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may immediately terminate this Agreement.
- (3)** Notwithstanding Section VI(A)(2), Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.

**(B) Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall with respect to PHI received from Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

- (1)** If feasible, return all PHI to Covered Entity or, if Covered Entity agrees, destroy such PHI.
- (2)** If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information, and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules, and Business Associate will notify the Covered Entity of the retained information in writing. The notification shall include: (a) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from employees, contractors, subcontractors, or agents any PHI in their possession, the Business Associate must provide a written explanation to Covered Entity and require the employees, contractors, subcontractors, or agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to their use and/or disclosure of any PHI retained after the termination of the Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

**(C) Survival.** Business Associate's obligations under Section VI shall survive termination of this Agreement.

**VII. Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

**VIII. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement

from time to time to comply with the requirements of the HIPAA Rules and any other applicable laws.

- IX. Governing Law.** This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of California and all actions shall be venued in the state or district courts of California.
- X. Assignment/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section III(F), above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- XI. Cooperation.** The Parties agree to cooperate with each other's efforts to comply with the requirements of the HIPAA Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other Party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.
- XII. Notice.** All notices, requests, and other communications given under this BAA, shall be in writing and deemed duly given: (A) when delivered personally to the recipient; (B) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (C) five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices requests or communications under this BAA shall be addressed as follows:

**If to Covered Entity:**

Wendy Silva  
 Director of Human Resources  
 City of Madera  
 205 W. 4<sup>th</sup> Street  
 Madera, CA 93637

**If to Business Associate:**

Erin Thomas  
 Vice President  
 Alliant Insurance Services, Inc.  
 100 Pine Street, 11<sup>th</sup> Floor  
 San Francisco, CA 94111

*With a copy to:*  
 General Counsel  
 701 B Street, 6<sup>th</sup> Floor  
 San Diego, CA 92101

- XIII. No Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.
- XIV. Insurance.** Unless waived in writing by Covered Entity, Business Associate shall obtain and maintain insurance or equivalent programs of self-insurance with appropriate limits sufficient to cover costs, losses and damages that may arise from Business Associate's breach of this Agreement or any unauthorized use or disclosure of PHI by Business Associate. Upon Covered Entity's request, Business Associate shall provide proof of such insurance to Covered Entity.
- XV. Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and Covered Entity's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs, expenses (including without limitation costs, reasonable attorneys' fees, fines, penalties, and assessments) resulting from Business Associate's breach of this Agreement, or any acts or omissions of Business Associate or Business Associate's officers, members, employees, agents, or subcontractors

arising out of or related to the use or disclosure of PHI or violation of the HIPAA Rules, HITECH, or any other state or federal laws governing information privacy. Likewise, Covered Entity agrees to defend, indemnify, and hold harmless Business Associate and Business Associate's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs, expenses (including without limitation costs, reasonable attorneys' fees, fines, penalties, and assessments) resulting from Covered Entity's breach of this Agreement, or any acts or omissions of Covered Entity or Covered Entity's officers, members, employees, agents, or subcontractors arising out of or related to the use or disclosure of PHI or violation of the HIPAA Rules, HITECH, or any other state or federal laws governing information privacy.

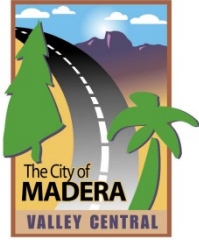
**XVI. Entire Agreement.** This Agreement contains the entire agreement between the Parties as it relates to the use or disclosure of PHI, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

COVERED ENTITY

BUSINESS ASSOCIATE

By \_\_\_\_\_  
Print: Santos Garcia  
Title: Mayor  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Print Erin M. Thomas  
Title: Vice President  
Date: January 28, 2021



**MADERA CITY COUNCIL  
LATE DISTRIBUTION ITEM  
AGENDA 2/3/2021**

**DATE:** 1/28/2021

**TO:** Mayor and Council

**FROM:** Alicia Gonzales, City Clerk

**SUBJECT:** Late Distribution – Regular Meeting Agenda 2/03/21, Item E-1  
EDC 2021/2022 Annual Basic Service Level Budget

At the request of the Mr. Bobby Kahn, Executive Director of Madera County EDC, additional time is needed to submit the final Madera County Economic Development Commission 2021/2022 Annual Basic Service Level Budget.

Thank you.

C: City Manager  
Bobby Kahn, Executive Director of Madera County EDC